

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**Including  
Bidding Requirements and Documents**

**For the Construction of:**

**WWTA CONTRACT TO RAISE EXISTING MANHOLE FRAMES**

**PROJECT NUMBER 21-337**

**Prepared for:**

**HAMILTON COUNTY  
WATER & WASTEWATER TREATMENT AUTHORITY**

**Dick Gee, Chair  
Alice Cannella, Vice Chair  
Bill McGriff, Treasurer  
Walker Jones, Secretary  
Darian Collins  
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Rick Causer**

**Michael C. Patrick**  
*WWTA Executive Director*

**Prepared by:  
HAMILTON COUNTY WATER AND  
WASTEWATER TREATMENT AUTHORITY**  
Development Resource Center  
1250 Market Street, Suite 3050  
Chattanooga, TN 37402-2713  
*October 2021*

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**Project Number 21-337**

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“Hamilton County Water & Wastewater Treatment Authority Standard Details and Specifications for the Construction of Sanitary Sewers”, dated June 22, 2016, is hereby made a part of these Contract Documents.

# **BIDDING REQUIREMENTS**

**SECTION 00010  
INVITATION TO BID**

Name of Project: WWTA Contract to Raise Existing Manhole Frames

Project Number: WWTA Project Number 21-337

Owner: Hamilton County, Tennessee  
Hamilton County Water and Wastewater Treatment Authority (WWTA)  
1250 Market Street, Suite 3050  
Chattanooga, TN 37402-2713

**Submit Bids to:**

Jerald Carpenter  
Director of Procurement  
WWTA Project # 21-337/WWTA Contract to Raise Existing Manhole Frames  
Hamilton County Procurement Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

SEPARATE sealed BIDS for the WWTA Contract to Raise Existing Manhole Frames, including the furnishing of all labor, material, equipment, tools, supervision, incidental, and any other items necessary or convenient to satisfactorily complete the construction will be received by Hamilton County Procurement Department **before 10 AM local time on Friday, December 3rd, 2021.**

The contract entails raising existing sewer manhole frames and covers from existing elevation to final elevation in various locations of the Hamilton County WWTA service area, including the installation of pre-cast concrete manhole riser and cone sections where required. The contract shall establish a one (1) year unit pricing contract with two (2) additional one (1) year renewal options.

Bids will be received for a single prime Contract.

***All bidders are advised to review and pay particular attention to the special instructions attached to this Invitation to Bid regarding bid submission and bid opening due to COVID-19.***

**PLEASE SEE ATTACHED MEMO TITLED “SPECIAL INSTRUCTIONS REGARDING BID PROCESSES”.**

***Special note regarding bid submission: Due to the current pandemic and building restrictions in place, bidders are cautioned to allow additional time for delivery of any mailed bid submissions including any mailed overnight delivery or guaranteed to be delivered by a specified time. All bid submissions must be received prior to the specified date/time, regardless of delivery method.***

Bid openings currently will not be held in-person due to safety concerns and current mandates in place relative to size restrictions on group gatherings related to COVID-19. Any interested proposer, or member of the public, may attend the scheduled bid opening via the instructions below:

Bid openings will begin ten (10) minutes after the listed bid submission deadline.

To participate in the bid opening, call: (833) 934-2272, enter participant code 932378, and state name/company at the prompt.

Hamilton County will not provide a conference room/meeting space or equipment such as computer access or telephones for interested parties to participate in bid openings. All conference call attendees will be asked to provide name, company, and phone number for each bid opening attended. To make the size of any call more manageable, vendors with multiple representatives are asked to call in from one (1) line only. After introductions, caller phone lines will be muted during the reading of the bids, but will be unmuted to allow questions after all bids have been read.

Preliminary pricing will be read aloud for any vendor submission received prior to the listed deadline, with each vendor identified by name. Official Notification of Award, including bid tab, will be released once the solicitation has gone through evaluation and recommendation of award.

No bids will be received or accepted after the above specified time and will be deemed invalid and returned unopened to the bidder. The bidding Contractor must be licensed in appropriate classification before such bid will be considered and shall comply with applicable codes, laws and regulations. The successful bidder will be required to furnish acceptable Performance and Payment Bonds in the amount of one hundred percent (100%) of the contract price, each bond. The Owner reserves the right to waive any irregularity or reject any or all bids. Hamilton County Disadvantaged Business Enterprise (DBE) procedures will be part of bid evaluation. Any Bidder unfamiliar with this policy should contact the DBE Liaison at (423) 209-6146.

There are no plans to conduct a Pre-Bid Meeting for this project.

Copies of the BIDDING DOCUMENTS may be examined at the following location(s): Hamilton County Water and Wastewater Treatment Authority, 1250 Market Street, Suite 3050, Chattanooga, TN 37402.

Copies of BIDDING DOCUMENTS are available for download. Please contact WWTA Wastewater Manager, Rodney Ashby at [RodneyA@HamiltonTN.gov](mailto:RodneyA@HamiltonTN.gov) for instructions on how to access the BIDDING DOCUMENTS.

No Bid may be withdrawn within 120 days after the scheduled time for receipt of bids.

END OF SECTION



## SPECIAL INSTRUCTION REGARDING BID PROCESSES

### Hamilton County, TN

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May 1, 2020

Due to current public health circumstances regarding the COVID-19 pandemic and out of concern for the health and safety of both vendors and staff, Hamilton County Procurement is providing the following guidance relative to the bid submission process as well as information on the bid opening process:

#### **BID SUBMISSION PROCESS**

- Sealed bid submissions will continue to be accepted in hard copy only, and will not be accepted by any electronic methods unless otherwise stated in the solicitation specifications.
- All sealed submissions must be submitted to the Hamilton County Procurement Department at 455 N. Highland Park Avenue, Chattanooga, TN 37404 prior to the date/time listed in the solicitation specifications, regardless of delivery method.
- Due to current building restrictions in place, proposers are cautioned to allow additional time for delivery of any mailed bid submissions including any mailed overnight delivery or guaranteed for delivery by a specified time.
- The clock-in time will be determined by a clock maintained by the Hamilton County Procurement Department. No other clock or timepiece will have any bearing on the time of bid receipt. Late bids will not be accepted or opened; there will be no exceptions.
- Vendors submitting in person will only be granted access to the building for the time necessary to complete the bid submission.

#### **BID OPENING PROCESS**

- Bid openings will continue to be public, but currently will not be held in-person due to safety concerns and current mandates in place relative to size restrictions on group gatherings.
- Bid openings will begin ten (10) minutes after the listed bid submission deadline.
- Any interested proposer, or member of the public, may attend the scheduled bid opening by following the instructions given for each solicitation – conference call or Cisco WebEx instructions will be provided. Please refer to the solicitation specifications for details.
- Hamilton County will not provide a conference room/meeting space or equipment such as computer access or telephones for interested parties to participate in bid openings.
- When conference call is utilized, to make the size of any call more manageable, vendors with multiple representatives are asked to call in from one (1) line only.
- All attendees will be asked to provide name, company, and phone number for each bid opening attended.
- Following introductions, callers will be muted during the reading of the bids, but will be unmuted to allow questions after all bids have been read.
- Preliminary pricing will be read aloud for any vendor submission received prior to the listed deadline, with each vendor identified by name.
- Official Notification of Award, including bid tab, will be released once the solicitation has gone through evaluation and recommendation of award.

Hamilton County Procurement Staff appreciate the understanding and compliance of vendors and the public with the above provided information. For any questions or concerns, please contact [BidQuestions@HamiltonTN.gov](mailto:BidQuestions@HamiltonTN.gov) or 423.209.6350.

## **INSTRUCTIONS TO BIDDERS**

### **1. BIDDING DOCUMENTS**

Complete sets of Bidding Documents, obtained from the issuing office designated in the Invitation to Bid, shall be used in preparing bids. Neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

### **2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

2.1 Before submitting a Bid, each Bidder must (a) examine and fully understand the scope of work, the Contract Documents, and all requirements thereof, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or 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; and (d) study and carefully correlate Bidder's observations with the Contract Documents. Failure to do so will not relieve a successful bidder of his/her obligation to carry out the provisions of this contract.

2.2 Any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by Engineer in preparing the Contract Documents shall be made available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to thoroughly familiarize himself with the physical and subsurface conditions at the site to determine his Bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.

2.3 On request, 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.

### **3. BID SECURITY**

Each bid must be accompanied by bid security made payable to Hamilton County WWTA in an amount of five percent (5%) of the Bidder's maximum bid price in the form of a certified bank check or bid bond issued by a Surety Company authorized to transact business in the State of Tennessee.

The bid security of the Successful bidder will be retained until such bidder has executed the contract agreement and furnished the required contract bonds, whereupon it will be returned. If the successful bidder fails to execute and deliver the contract agreement and furnish the required contract bonds 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. Bid security of other bidders will be returned



within 15 days of final action of the Hamilton County WWTAA Board of Commissioners on this project.

In the event that final action by the Board of Commissioners has not been completed within 60 days of the date of bid opening, any or all bids may be withdrawn and the bid security will be returned.

#### 4. BID SUBMISSION

4.1 Each bid must be submitted on the Bid Forms that are bound in the Contract Documents. Bid forms must be completed in ink or by typewriter. The bid price of each item on the form must be stated in words and numerals. In case of a conflict, words will take precedence.

4.2 Each bid must contain a fully completed Statement of Qualifications, Statement of Equipment, Subcontractor Bid List, Iran Divestment Act Compliance Certification, Drug-Free Workplace Affidavit, DBE Good Faith Effort Affidavit and Statement of Compliance Certificate Illegal Immigrants the forms of which are bound in the Contract Documents.

4.3 Bids shall contain an acknowledgment of receipt of all Addenda.

4.4 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be in compliance with the T.C.A. 62-6-102 through 62-6-119. Bidders must have a State Contractors License at the time of the bid opening and produce a copy of same. Bids shall be submitted in a sealed envelope clearly marked as follows:

Project Title  
Bidder's Name and Address  
Bidder's Tennessee Contractor's License Number  
Bidder's License expiration date  
Bidder's License Category of Classification

All envelopes containing bids that are not marked as described above will be declared non-responsive, will not be opened, and will be returned to the Bidder unopened. The following Contractor's Identification Form may be used for this purpose and affixed to the outside of the envelope.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified on the Bid Form. Bids must be accompanied by the bid security.

4.5 Bids may be modified or withdrawn by a written request delivered to the place where bids are to be submitted at any time prior to the opening of Bids.

## 5. AWARD OF CONTRACT

5.1 Owner reserves the right to reject any and all bids, to waive any and all irregularities and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, non-responsive, or conditional bids.

5.2 The Owner reserves the right to award this Contract to the bidder that best responds to the Invitation to Bid by submitting the "lowest and best" bid. For the purposes of this Contract, the lowest and best bid shall be determined by not only the dollar amount of the Bidder's response, but such other related matters which may include, but not be limited to the Bidder's prior experience in projects of this nature and his commitment to the Hamilton County's DBE Guidelines. 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 form. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any bid. The Owner reserves the right to reject any bid if the investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract.

5.3 The Owner requests all bidders to submit a list of all subcontractors, other persons or organizations proposed for portions of the work within 24 hours of the Bid Opening, and will consider the qualifications of such in the evaluation of any bid.

5.4 If the contract is to be awarded, Owner will give the successful bidder a Notice of Award within 15 days after final action of the Hamilton County WWTA Board of Commissioners on this project.

5.5 In determining the suitability and acceptability of proposed bidders, the WWTA reserves the right to consider each bidder's commitment to hire minorities and/or subcontract with minority contractors, relative to certain phases of the contracted services. The contractor to be awarded this project must commit that neither it nor any of its subcontractors will discriminate on the basis of race, color, national origin, age, physical disability, or sex in the performance of this contract. The contractor shall carry out applicable government regulations in the award and administration of all governmentally assisted contracts. Failure by the contractor to carry out these requirements shall be a material breach of this contract, which may result in the termination of this contract or such other remedies as the WWTA may deem appropriate.

5.6 Hamilton County has adopted certain Disadvantaged Business Enterprise Utilization Guidelines (Resolution No. 701-40, dated July 18, 2001), hereinafter referred to as DBE Guidelines, that are designed to encourage the participation of certain businesses in construction projects financed with federal, state and/or County funds. In its consideration of the bidder to be awarded this construction contract, the WWTA will not only consider the lowest and best bid submitted by prospective bidders, but will also evaluate each bidder's demonstrated and documented efforts to utilize certified disadvantaged business enterprises by establishing joint ventures and partnerships, and/or the awarding of subcontracts for this

project. See Specification entitled DBE Guidelines and Timelines for verification submittal requirements. Hamilton County's annual goal is to award DBE's at least 10% of funds expended on construction projects.

Particular questions regarding the definition of a "Disadvantaged Business Enterprise", compliance with the Guidelines, or questions on how to receive a copy of the Guidelines or contacting Hamilton County Disadvantaged Business Enterprise (DBE) Liaison Officer, Kenneth Jordan, II, Equal Employment Opportunity Office, MLK Building, 317 Oak Street, Suite 220, Chattanooga, Tennessee 37403, (423) 209-6146.

## 6. CONTRACT SECURITY

The successful bidder shall furnish performance and payment bonds at the time of delivery of the executed agreement to Owner. Each bond shall be in an amount at least equal to one hundred percent (100%) of the total contract price, guaranteeing the faithful performance and payment of all Contractor's obligations under the contract documents. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be executed by surety companies licensed to do business in the State of Tennessee and rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager..

## 7. AGREEMENT

The successful bidder will be required to execute the contract on the form of Agreement, to execute three sets of the Contract Drawings (if applicable) and to deliver all executed counterparts with all other Contract Documents to Owner within fifteen days after receipt of the Notice of Award.

## 8. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to Rodney Ashby, Hamilton County Water and Wastewater Treatment Authority, at [RodneyA@HamiltonTN.gov](mailto:RodneyA@HamiltonTN.gov) . Any questions concerning the bid documents must be received by the designer no less than ninety-six (96) hours before bid opening date. Responses to questions and any supplemental instructions or changes to the bid documents will be in the form of written addenda to the bid documents. No addenda within less than forty-eight (48) hours of the bid opening date, excluding weekends and legal holidays will be issued. Failure of any bidder to receive any such addenda shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda issued shall become part of the contract documents.

## 9. TIME FOR COMPLETION

The contract time will be for 365 calendar days from the issuance of the Notice to Proceed, with a two (2) additional one (1) years extension options, if mutually acceptable to both the contractor and the WWTA.

Should the Contractor fail to complete the work under these Contract Documents within the time specified, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the amount specified in the Contract Documents per calendar day of default unless extensions of time granted by the Owner specifically provide for the waiving of liquidated damages.

CONTRACTOR'S IDENTIFICATION

Hamilton County WWTa  
c/o Hamilton County Procurement Department

**SEALED BID PROPOSAL FOR:**  
WWTa Contract to Raise Existing Manhole  
Frames

455 N Highland Park Avenue  
Chattanooga, Tennessee 37402

Project No.: 21-337

Attach this form to the sealed envelope containing the Bid. Failure to provide required information on the sealed envelope will be considered a non-responsive Bid.

**BIDDER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tennessee License No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

Classification \_\_\_\_\_

Monetary Limit \$ \_\_\_\_\_

Complete the following for all required Subcontractors:

**Subcontractor (HVAC):** \_\_\_\_\_

Tennessee License No. \_\_\_\_\_

License Expiration Date \_\_\_\_\_

License Classification \_\_\_\_\_

**Subcontractor (Electrical):** \_\_\_\_\_

Tennessee License No. \_\_\_\_\_

License Expiration Date \_\_\_\_\_

License Classification \_\_\_\_\_

**Subcontractor (Plumbing):** \_\_\_\_\_

Tennessee License No. \_\_\_\_\_

License Expiration Date \_\_\_\_\_

License Classification \_\_\_\_\_

**Subcontractor (Other):** \_\_\_\_\_

Tennessee License No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

License Classification \_\_\_\_\_

**Subcontractor (Geothermal):** \_\_\_\_\_

Tennessee License No. \_\_\_\_\_

License Expiration Date \_\_\_\_\_

License Classification \_\_\_\_\_

TDEC License No. \_\_\_\_\_

TDEC License Expiration Date \_\_\_\_\_

TDEC License Classification \_\_\_\_\_

CAUTION: T.C.A. Section 62-6-119(b) requires all bidders to list the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and also for the electrical, plumbing, heating, ventilation, air conditioning, and geothermal heating and cooling contracts on the outside of the envelope containing the bid if the subcontractor's bid amount(s) is \$25,000.00 or more.

END OF SECTION 00100

## BID FORM

Project: **WWTa Contract to Raise Existing Manhole Frames**  
This Bid is submitted to: Hamilton County Procurement Department  
455 N Highland Park Avenue  
Chattanooga, Tennessee 37402

Project No: 21-337

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter an agreement with Owner in the form indicated in the Contract Documents for the contract price within the contract time indicated in this bid.
2. Bidder has carefully examined the plans, the technical specifications, the General Conditions, the Supplementary Conditions, Instructions for Bidders, the form of the contract, the form of bonds, and all other contract documents, and thoroughly understands their stipulations, requirements, and provisions.
3. Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and all conditions affecting cost, progress, or performance of the work. Bidder has made such independent investigations as bidder deems necessary to become thoroughly familiar with the conditions under which the work will be performed.
4. Bidder understands that a price for each item on the bid schedule must be filled in as stated in Instructions for Bidders. Failure to indicate price for alternates, if any, may be grounds for considering the bid irregular. Unit prices on the bid schedule shall include all labor, materials, erosion control, shoring, removal, safety measures, overhead, profit, insurance, etc. to cover the finished work.
5. Bidder agrees that, if awarded the contract, all work thereunder shall be conducted in such a manner and with sufficient materials, labor, tools, equipment, apparatus, and incidentals as is necessary to insure satisfactory completion of the project. The contract will run for **365** calendar days from the date stipulated in the Notice to Proceed. Owner will give Contractor a listing of manholes to be raised and the Contractor shall submit work schedule within one (1) week and start work within three (3) weeks. Work Orders issued shall be completed within six (6) weeks. The Owner will make every attempt to issue work orders of manholes to be raised in multiple groups within close proximity to each other.
6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
7. Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.
8. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.
9. Bidder will complete the work as described in the specifications for the price(s) as shown on the following bid schedules.

**BID FORM FOR UNIT PRICES**  
**(CON'T)**

10. Bidder has familiarized himself with the Hamilton County Disadvantaged Business Enterprise (DBE) Guideline and policies.

**BID FORM FOR UNIT PRICES**  
**(CON'T)**

Project: WWTa Contract to Raise Existing Manhole Frames

Project No.: 21-337

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_

**VARIOUS LOCATIONS IN HAMILTON COUNTY WWTa SERVICE AREA**

<b>Item No. Section No.</b>	<b>Description</b>	<b>Units</b>	<b>Est. Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1 01020	Allowance	LS	1	\$10,000.00	\$10,000.00
2 01010	<b>BRICK MANHOLES</b> Adjust manhole frames and covers – 0 inch to 6 inches above existing elevation	EA	30		
3 01010	<b>BRICK MANHOLES</b> Adjust manhole frames and covers - additional depth over 6 inches	VI	10		
4 01010	<b>Chimney Seal</b> Supply and install chimney seal	EA	5		
5 01010	<b>PRECAST CONCRETE MANHOLES</b> Adjust manhole frames and covers – 0 inch to 6 inches above existing elevation	EA	120		
6 01010	<b>PRECAST CONCRETE MANHOLES</b> Adjust manhole frames and covers - additional depth over 6 inches (7-12 inches)	VI	40		
7 01010	Lower manhole frames and covers 0 inch to 6 inches and supply traffic plate (before milling)	EA	10		
8 01010	Adjust cast iron sewer clean-out box	EA	4		
9 01010	Adjust cast iron two-piece valve box	EA	4		
10 01010	Supply and install pre-cast concrete manhole riser section (48 in. x 12 in.)	EA	0		
11 01010	Supply and install pre-cast concrete manhole riser section (48 in. x 24 in.)	EA	0		
12 01010	Supply and install pre-cast concrete manhole concentric cone section (48 in. x 24 in.)	EA	0		
13 01010	Supply and install pre-cast concrete manhole concentric cone section (48 in. x 36 in.)	EA	0		
14 01010	Replace existing manhole frame and cover with Standard WWTa manhole frame and cover	EA	10		



**BID FORM FOR UNIT PRICES**  
**(CON'T)**

<b>Item No. Section No.</b>	<b>Description</b>	<b>Units</b>	<b>Est. Quantity</b>	<b>Unit Price</b>	<b>Total</b>
15 01010	Replace existing manhole frame and cover with water-tight WWTA manhole frame and cover	EA	10		

**TOTAL OF UNIT PRICES** \_\_\_\_\_ (\$ \_\_\_\_\_)

(Items 1 thru 12)

(use words)

(In case of discrepancy, the extension of the quantities and the unit prices will govern. Quantities are not guaranteed. Final payment will be based on actual quantities.)

10. The Bidder is hereby acknowledging that the following documents are attached to and made a condition of this Bid:

- a) Required 5% (Five Percent) Bid Security.
- b) Required Drug-Free Workplace Affidavit
- c) Required Bidder's Statement of Qualifications.
- d) Required Bidder's Statement of Equipment.
- e) Required Statement of Compliance Certificate of Illegal Immigrants
- f) DBE Good Faith Effort Affidavit
- g) Iran Divestment Act Certification
- h) Acknowledgment of Addenda #'s \_\_\_\_\_, \_\_\_\_\_.



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are hereby held and firmly bound unto Hamilton County Water & Wastewater Treatment Authority as Owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The condition of the above obligated is such that whereas the Principal has submitted to Hamilton County Water & Wastewater Treatment Authority a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the **WWTA Contract to Raise Existing Manhole Frames, Project Number 21-337**.

NOW, THEREFORE,

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

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

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

(L.S.)

_____ Surety By: _____ _____ Title	_____ Principal _____ Title
--	--------------------------------------

SEAL

Note: Bond may be declared invalid if not accompanied by Power of Attorney.

**SECTION 00411  
ACKNOWLEDGMENT OF ADDENDA**

**I acknowledge receipt of the following addenda:**

<b>ADDENDA NUMBER</b>	<b>DATE ISSUED</b>

---

**SIGNATURE**

---

**NAME PRINTED**

---

**COMPANY**

---

**DATE**

**END OF SECTION**

**SECTION 00415  
DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF TENNESSEE

COUNTY OF HAMILTON

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Hamilton County Water & Wastewater Treatment to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**SECTION 00418  
STATEMENT OF COMPLIANCE CERTIFICATE  
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that \_\_\_\_\_  
have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111  
and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12,  
Chapter 4, Part 1, attached herein for reference.

All Bidders for construction services on this project shall be required to submit an  
affidavit (by executing this compliance document) as part of their bid that attests that  
such Bidder shall comply with requirements of Chapter No. 878.

Signed: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appeared before me, \_\_\_\_\_ the undersigned  
Notary Public, \_\_\_\_\_, the within named bargainer, with  
whom I am personally acquainted, and known to me to be the President/Owner/Partner  
(as applicable) of the \_\_\_\_\_, Corporation,  
Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he/she  
executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**STATEMENT OF QUALIFICATIONS**

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED BY: \_\_\_\_\_  
 \_\_\_\_\_  
 SUBMITTED BY: NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 PRINCIPAL OFFICE \_\_\_\_\_

- Corporation
- Partnership
- Individual
- Joint
- Other

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business as a General Contractor?  
 \_\_\_\_\_
  
2. How many years has your organization been in business under its present business name?  
 \_\_\_\_\_
  
3. If a Corporation, answer the following:  
 Date of Incorporation: \_\_\_\_\_  
 State of Incorporation: \_\_\_\_\_  
 President: \_\_\_\_\_  
 Vice President(s): \_\_\_\_\_  
 \_\_\_\_\_  
 Secretary: \_\_\_\_\_  
 Treasurer: \_\_\_\_\_
  
4. If a Partnership, answer the following:  
 Date of Organization: \_\_\_\_\_  
 Type of Partnership: \_\_\_\_\_  
(General/Limited/Assoc.)  
 Name and Address of all partners:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
5. If other than a Corporation or Partnership, describe Organization and name Principals:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



6. What percent of the work do you normally perform with your own forces? \_\_\_\_\_  
 List Trades:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Has any Officer or Partner of your Organization ever been an Office or Partner of another Organization that failed to complete a construction contract? \_\_\_\_\_ If so, state circumstances:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. List the construction projects your Organization has under contract on this date:

PROJECT NAME	NAME	ARCH/ENG	CONTRACT AMOUNT	CONTRACT DATE	% COMPLETE	SCHEDULED COMPLETION

10. List major construction projects your organization has completed in the past five years:

PROJECT NAME	NAME	ARCH/ENG	CONTRACT AMOUNT	CONTRACT DATE	% COMPLETE	SCHEDULED COMPLETION

11. List major construction projects your organization has completed that are similar in importance and character to this project:

PROJECT NAME	NAME	ARCH/ENG	CONTRACT AMOUNT	CONTRACT DATE	% COMPLETE	SCHEDULED COMPLETION

12. List the construction experience of the principal individuals in your Organization:

PROJECT NAME	NAME	ARCH/ENG	CONTRACT AMOUNT	CONTRACT DATE	% COMPLETE	SCHEDULED COMPLETION

13. List states and categories in which your Organization is legally qualified to do business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Bank References:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Trade References:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Name of Bonding and Insurance Companies and Name and Address of Agents:

Max. Bonding Capacity \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. The undersigned agrees to furnish, upon request by the Owner, within 24 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses) net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provisions for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values, earned surplus).

Date of statement or balance sheet: \_\_\_\_\_

Name of firm preparing statement: \_\_\_\_\_

By: \_\_\_\_\_  
(Agent and Capacity)

18. Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Name of Organization: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

19. NOTARIZATION: State of \_\_\_\_\_ County of \_\_\_\_\_  
M \_\_\_\_\_ being duly sworn deposes and says that he/she is  
the \_\_\_\_\_ of \_\_\_\_\_ Contractor(s) and that the  
answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SUBCONTRACTOR'S BID LIST**

<u>Name, Address, Phone No.</u>	<u>Items/Areas Contracted</u>	<u>Amount</u>
_____	_____	
_____	_____	
_____	_____	
_____	_____	
local business license	_____	_____
_____	_____	
_____	_____	
_____	_____	
_____	_____	
local business license	_____	_____
_____	_____	
_____	_____	
_____	_____	
_____	_____	
local business license	_____	_____
_____	_____	
_____	_____	
_____	_____	
_____	_____	
local business license	_____	_____

I, We, the undersigned, hereby certify the above information and understand that these bids are made a part of the total bid and shall not be changed in any way without being reflected in the total bid.

BIDDER (authorized signature) \_\_\_\_\_ Date: \_\_\_\_\_

**STATEMENT OF EQUIPMENT**

Showing Machinery and Other Equipment Available for Executing the Work Included in Contract. (To be filled in and submitted with Proposal.)

Available Machinery and Other Equipment Type - Size - Capacity	Location	Ownership	Date Proposed To Be Placed On Work
--	----------	-----------	--

The above is a true statement of the equipment to the undersigned Bidder for executing the work included in the contract. Where it is shown that the equipment is not owned by the Bidder, arrangements have been made with the owners to furnish the equipment.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**SECTION 00480**  
**IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION**

In accordance with Tennessee Code Annotated (TCA) Chapter 12, by submission of this bid, each bidder and each person signing on behalf of any bidders certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to TCA §12-12-106.

SIGNATURE: \_\_\_\_\_

NAME PRINTED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**END OF SECTION**

**SECTION 00490  
AUTHORIZATION TO BIND**

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is **NOT** tainted by any collusion. I certify and acknowledge that I have reviewed and approved the release of this bid for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these bid documents, and any subsequent negotiations, as well as execute the actual Contracted Documents, if selected.

---

AUTHORIZED SIGNATURE

---

NAME PRINTED

---

TITLE

---

FIRM NAME

---

TAXPAYER IDENTIFICATION NUMBER

---

FIRM ADDRESS (CITY, STATE, ZIP CODE)

---

TELEPHONE NUMBER

---

EMAIL ADDRESS

---

DATE

**END OF SECTION**

# **CONTRACT FORMS**



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## AGREEMENT

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY, hereinafter called OWNER, and \_\_\_\_\_, hereinafter called CONTRACTOR.

The Project: **WWTA Contract to Raise Existing Manhole Frames**  
**Project Number: 21-337**

The OWNER and the CONTRACTOR agree as set forth below.

### **Article 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Raising existing manhole frames and covers in various locations of the Hamilton County WWTA service area from existing elevation to final elevation; including repairing existing manholes and replacing frames and covers, etc. as required; and furnishing of all labor, material, equipment, tools, supervision, incidental, and any other items necessary to satisfactorily complete the construction.

### **Article 2. ENGINEER**

The project has been designed by: Hamilton County Water and Wastewater Treatment Authority who will act as the ENGINEER in connection with completion of the project in accordance with the Contract Documents.

### **Article 3. CONTRACT TIME**

The contract will be for **365** calendar days from and including the date stipulated in the Notice to Proceed for the contract time to commence. Upon mutual agreement, the Owner and Contractor may agree to extend contract for two (2) additional one (1) year terms. The CONTRACTOR shall complete work at each manhole location issued within six (6) weeks from the date the work order is issued.

If the CONTRACTOR shall fail to complete the Work within the time stipulated in this agreement or any extensions thereof allowed in accordance with Article 12 of the

General Conditions, the CONTRACTOR shall pay to the OWNER liquidated damages in the amount of \$350.00 for each calendar day of delay until the Work is substantially completed.

#### **Article 4. CONTRACT PRICE**

The OWNER shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents as follows:

Unit prices as bid in accordance with the bid form as provided in the Contract Documents.

#### **Article 5. PAYMENT PROCEDURES**

The OWNER will make progress payments on account of the Contract Price as provided in the General Conditions as follows:

5.1. Progress and final payments will be on the basis of the CONTRACTOR'S Applications for payment as approved by the ENGINEER.

5.2. On or about the 15th day of each month progress payments will be made in an amount equal to the percentage indicated below, but, in each case less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

Ninety-five percent (95%) of the Work completed and ninety-five percent (95%) of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions.

5.3. Upon substantial completion, progress payments will be made in an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.4. Upon final completion and acceptance of the Work and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in paragraph 14.13 of the General Conditions.

## **Article 6. INTEREST**

If the Contract Price is \$500,000.00 or greater, all moneys not paid when due shall bear interest at the legal rate not to exceed 5% annually.

## **Article 7. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire contract between the OWNER and the CONTRACTOR are listed as follows:

- 7.1. This Agreement (pages 1 to 4 inclusive)
- 7.2. Exhibits to this Agreement (pages \_\_\_\_\_ to \_\_\_\_\_ inclusive)
- 7.3. CONTRACTOR'S bid (pages 00300-1 to 00300-5 inclusive)
- 7.4. CONTRACTOR'S Performance and other Bonds (consisting of \_\_\_\_\_ pages)
- 7.5 The Project Manual, consisting of:
  - a) Bidding Requirements
  - b) Contract Forms
  - c) Conditions of the Contract
  - d) Division 1 - General Requirements
  - e) Standard Drawings
- 7.6. "Hamilton County Water & Wastewater Treatment Authority Standard Details and Specifications for the Construction of Sanitary Sewers", is hereby made a part of these Contract Documents.
- 7.7. Addenda, numbers \_\_\_\_\_ to \_\_\_\_\_ inclusive
- 7.8. The following which may be delivered or executed after the Effective date of the Agreement:

any written amendments or other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.

**Article 8. MISCELLANEOUS**

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 Neither the OWNER nor the CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the CONTRACTOR shall not assign any moneys due or to become due without the prior written consent of the OWNER.
- 8.3 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 The Contract Documents constitute the entire agreement between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

-----  
IN WITNESS WHEREOF, the OWNER and CONTRACTOR have entered into this Agreement as of the day and year first written above.

OWNER: Hamilton County WWTA CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Resolution No.: \_\_\_\_\_ [CORPORATE SEAL]

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

**SECTION 00503  
NOTICE OF APPARENT SUCCESSFUL BID**

TO: \_\_\_\_\_  
ATTENTION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

DATE: _____
VIA:   X fax _____
<input type="checkbox"/> mail

OWNER'S PROJECT NO. : \_\_\_\_\_

PROJECT: \_\_\_\_\_

You are notified that your Bid dated _____ for the above Project has been recommended as the apparent lowest and best bid.
---

In accordance with the Hamilton County Disadvantaged Business Policy, you have seventy-two (72) hours in which to submit your DBE Solicitation Verification (Form B) and DBE Sub-contract Services Verification (Form C). These forms are Sections 00510 and 00511 of the project bid specifications and are attached hereto for your convenience. This information will be evaluated by the DBE Liaison Officer for compliance with the County's DBE policy.

You must comply with the following conditions precedent within seventy-two (72) hours of the date of this Notice, which is by \_\_\_\_\_.

1. You must deliver to the Hamilton County, WWTA, 1250 Market St., Suite 3050, Chattanooga, TN 37402-2713, (423) 209-7842, (423) 209-7843 fax, completed Forms B and C, see attached.

Failure to comply with these conditions within the time specified shall entitle the OWNER to consider your bid abandoned, to annul this Notice, and to proceed with evaluation of other Bids.

Hamilton County, Tennessee

By \_\_\_\_\_  
(Authorized Signature)  
Rodney Ashby,  
Wastewater Manager

cc: File: Contract Documents  
Mike Patrick, WWTA Executive Director  
Eric Brooks, WWTA Chief Engineer  
Taylor Dearman, WWTA Project Designer  
Procurement Department  
Liaison Office/County Attorney

**SECTION 00510  
DBE SOLICITATION VERIFICATION**

The undersigned Contractor, having bid on the construction project commonly known as \_\_\_\_\_, as solicited by Hamilton County, Tennessee (a political subdivision of the State of Tennessee), on \_\_\_\_\_, 20\_\_\_\_, does hereby attest that it has made a good faith effort to enter into a contractual agreement with the herein-below named Disadvantaged Business Enterprise(s) (DBE) for the providing of certain sub-contractual jobs and workings on this project:

	<u>Trade</u>	<u>Name of Company</u>	<u>Address</u>	<u>Phone</u>	<u>% of Project</u>	<u>Quote</u>
DBE						
DBE						
Selected Sub						
DBE						
DBE						
Selected Sub						
DBE						
DBE						
Selected Sub						
DBE						
DBE						
Selected Sub						

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Name of Contractor*

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 00511  
DBE SUB-CONTRACT SERVICES VERIFICATION**

The undersigned Contractor, upon being awarded the construction project commonly known as \_\_\_\_\_, as solicited by Hamilton County, Tennessee (a political subdivision of the State of Tennessee), on \_\_\_\_\_, 20\_\_\_\_, does hereby verify that it will enter into a contractual agreement with the herein-below named Disadvantaged Business Enterprise(s) (DBE) for the providing of certain subcontract work and/or the purchase of supplies and materials on this project:

<u>Name of DBE</u>	<u>Job Assignment</u>	<u>Percentage of Project</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Name of Contractor*

By: \_\_\_\_\_

Title: \_\_\_\_\_

# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.



1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied

liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)  
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

# Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. *Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.*

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)  
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of Hamilton County Water and Wastewater Treatment Authority, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_

Date: \_\_\_\_\_

NOTE: Delete phrase "performance and payment bonds" when not applicable.

# **CONDITIONS OF THE CONTRACT**

**SECTION 00700**  
**GENERAL CONDITIONS**

The Engineer's Joint Contract Documents Committee's "Standard General Conditions of the Construction Contract", latest edition, is hereby made a part of the specifications to the same extent as if herein written out in full.

END OF SECTION 00700

**SECTION 00800  
SUPPLEMENTARY GENERAL CONDITIONS**

SC - 0 GENERAL

SC - 0.1 These Supplementary General Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented shall remain in full force and effect.

Any provision of these Supplemental General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder shall have no meaning in these Contract Documents and shall be disregarded.

SC - 0.2 General Conditions: The General Conditions are general in scope and may refer to conditions not encountered on the work covered by these Contract Documents. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Supplementary General Conditions or Specifications, shall have no meaning in these Contract Documents and shall be disregarded.

SC - 0.3 Specifications: No attempt has been made in the Specifications to segregate work to be performed by any trade or subcontract. Any segregation between the trades or crafts will be solely a matter for agreement between the Contractor and his employees and his subcontractors.

The Specifications as a whole will govern the construction of the entire work. The applicable provisions thereof will govern work to be performed under each section.

SC - 0.4 Contract Documents: The Contract Documents cover all matters relating to the work the Contractor is obligated to perform. The Contract Documents are organized into various parts and sections for convenience. All parts and sections of the Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

SC - 0.5 Legal Addresses: Both the business address of the Contractor given in the Bid Form and the Contractor's office in the vicinity of the work either of which are hereby designated as the place to which all notices, letters, and other communication to the Contractor will be mailed or delivered.

The address of the Owner and/or Engineer is 1250 Market Street, Suite 3050, Chattanooga, Tennessee, 37402-2713. This address is hereby designated as the place to which all notices, letters, and other communication to the Owner and/or the

Engineer shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to the other party.

SC - 0.6 Independent Contractor: The relation of the Contractor to the Owner shall be that of an independent contractor.

SC - 0.7 Governing Standard Specifications: Standard specifications or other specifications of organizations, societies, governmental agencies, or bodies, referred to in these Contract Documents, are made a part of these Contract Documents the same as if repeated herein. Unless specifically stated otherwise, the standard shall be that adopted and published at the date of the Advertisement for Bids.

SC - 0.8 The Contractor will not discriminate in the hiring, training, promotion, or termination of employees on the basis of race. The Contractor will contact the Hamilton County Development Department for assistance in recruiting qualified minority job applicants, in coordination with the Chattanooga Area Urban League.

## SC - 1 DEFINITIONS AND TERMINOLOGY

SC - 1.01.A.11(a) Contract: The written agreement between the Owner and the Contractor for the performance of the work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration therefor. Whenever, in any portion of the Contract Documents, a requirement of the Contract is stated, it shall be interpreted to mean a requirement of the Contract Documents as defined herein.

SC - 1.01.A.14(a) Contract Times: The number of calendar days allowed by these Contract Documents for the completion of the work, including authorized time extensions. The contract time shall begin on the date stipulated in the Notice to Proceed.

SC - 1.01.A.17(a) Drawings: Drawings, which are sometimes referred to herein as "plans," are defined as all (a) drawings furnished by the Owner or Engineer as a basis for bids; (b) supplementary drawings furnished by the Owner or Engineer to clarify and to define in greater detail the intent of the Contract Drawings and Specifications; (c) drawings submitted by the successful bidder with his bid, provided such drawings are acceptable to the Owner; (d) drawings furnished by the Owner or Engineer to the Contractor during the progress of the work; and (e) engineering data and drawings submitted by the Contractor during the progress of the work, provided such drawings are acceptable to the Owner and the Engineer.

SC - 1.01.A.17(b) Project Record Documents: Copies of the Contract Documents maintained at the site of the work by the Contractor, and marked by him to record deviations, additions, and other required information during the prosecution of the work.



## SC - 2 PRELIMINARY MATTERS

### SC - 2.03.B

As time is of the essence in this Contract, should the Contractor fail to complete the work, or specified portion thereof, sufficient for acceptance as substantially complete by the Owner within the contract time and extension thereof, it is understood and agreed that the Contractor shall pay the Owner, as acknowledged liquidated damages, the amount of \$350.00 per calendar day that he is delinquent. The amount of liquidated damages shall be reported by the Engineer and shall be paid by the Contractor to the Owner or shall be deducted and withheld by the Owner from the moneys due or to become due to the Contractor under the terms of these Contract Documents.

### SC - 2.03.C

It is understood and agreed that these liquidated damages are not a penalty, but constitute liquidated damages for loss to the Owner because of increases in expenses for administration, legal counsel, accounting, engineering and construction supervision, construction inspection, and any other expenses incurred directly as a result of the delay of the Contractor in completing the work.

In the event the Contractor is in default and the Contract has been terminated or the Contractor is not due any moneys from the Owner, Contractor agrees to pay Owner such liquidated damages for the delays to be paid directly by the Contractor or its surety.

## SC - 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### SC - 3.01.D

The Contractor shall keep on the job a copy of the Drawings and Specifications and shall at all times give the Owner and Engineer access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.

### SC - 3.01.E

The Contractor shall not take advantage of any errors or omissions which may exist in the Drawings and Specifications, but shall immediately call them to the attention of the Engineer whose prompt interpretation or correction thereof shall be conclusive.

### SC - 3.01.F

In case of unresolved conflict between items of the Contract Documents, the following order of precedence shall govern, with the higher item taking precedence over a lower item:

Contract (including Supplemental Agreements and Change Orders thereto)  
Addenda  
Instructions to Bidders  
Bid  
Supplemental General Conditions  
General Conditions  
Specifications  
Governing Standard Specifications  
Schedules on Drawings  
Notes on Drawings  
Details on Drawings  
Large Scale Drawings  
Small Scale Drawings  
Shop Drawings  
Dimensions Given in Figures  
Scaled Dimensions

## SC - 5 BONDS AND INSURANCE

### SC - 5.02.A.1

#### ACCEPTABILITY OF INSURERS

Insurance is to be placed with Tennessee admitted insurers rated B+X or better by *A.M. Best's* rating service or as approved by Hamilton County's Risk Manager.

### SC - 5.03.B.1

Verification of Coverage - Contractor shall furnish the Hamilton County Water & Wastewater Authority (WWTA) with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the WWTA before work commences.

### SC - 5.04.A.7

Contractor shall maintain limits no less than:

- 1) *Commercial General Liability Insurance* - \$1,000,000 per occurrence limit for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
  - a) Premise/Operations
  - b) Products/Completed Operations
  - c) Personal Injury
  - d) XCU coverage, where applicable

- e) Contractual Liability
  - f) Independent Contractors
  - g) Broad Form Property Coverage
- 2) *Business Automobile Liability Insurance* - \$1,000,000 per accident for property damage and personal injury.
- a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- 3) *Workers' Compensation and Employers' Liability Insurance* - Workers' Compensation statutory limits as required by Tennessee Law. This policy should include Employers Liability Coverage for \$1,000,000 per accident.

SC – 5.04.A.8

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner.

In the event any insurance coverage should be canceled or allowed to lapse, the Contractor will not be permitted to work until adequate and satisfactory insurance is in effect. Failure to keep insurance policies in effect WILL NOT be cause for any claims for extension of time under this Contract.

SC - 5.04.B.8

1) *Commercial General Liability and Automobile Liability Coverage*

- i) Hamilton County Water & Wastewater Treatment Authority (WWTA) and Hamilton County Government, members of its commission, boards, committees, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the WWTA. The coverage shall contain no special limitations on the scope of protection afforded to Hamilton County Water & Wastewater Treatment Authority and Hamilton County Government, members of the commission, boards, and committees, officers, agents, employees and volunteers.
- ii) The Contractor's insurance coverage shall be primary insurance as respects the WWTA and Hamilton County Government, members of its commission, boards, committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the WWTA and Hamilton County Government, members of its commission, boards, committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to WWTA and Hamilton County Government, members of its commission, boards, committees, officers, agents, employees and volunteers.
  - iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2) *Workers' Compensation and Employers' Liability and Property Coverage* - The insurer shall agree to waive all rights of subrogation against WWTA and Hamilton County Government, member of its commission, boards, committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

#### SC – 5.04.C

*Deductibles and Self-Insured Retentions* - Any deductibles or self-insured retentions must be declared to and approved by the Hamilton County Water & Wastewater Treatment Authority (WWTA). At the option of the WWTA, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WWTA and Hamilton County Government, members of its commission, boards, and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

#### SC - 6 CONTRACTOR'S RESPONSIBILITIES

##### SC - 6.02.B.1

In accordance with paragraph 6.3 of the General Conditions, all work shall be performed during regular working hours, and those hours shall be agreed to between Owner, Engineer and Contractor prior to the beginning of the project. The Contractor WILL NOT permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without a WRITTEN request from Contractor to Engineer and receipt of WRITTEN consent from Owner. The Owner shall consider Owner's obligations in the employment of Engineer and construction inspectors (in accordance with paragraph SC - 9.3.1) for the performance of overtime work and shall consider any potential disruption of the general public or other effects of overtime work at the site prior to giving consent for such work.

##### SC - 6.03.B.1

Materials, products, and equipment designated for permanent installation in the work shall be properly stored by the Contractor in a manner to ensure protection against deterioration of any type. These items shall be so placed as to cause a minimum of interference with the prosecution of the work and to the public. The method of storing shall be so as to facilitate inspection. Deterioration of any kind or to any

degree shall be cause for rejection. Stored materials, even though meeting the requirements of these Contract Documents before being stored, shall be inspected prior to incorporation in the work and shall meet the requirements of these Contract Documents at the time of incorporation in the work. If material stored by the Contractor and paid for under the terms of these Contract Documents is damaged or otherwise becomes unsuitable before its permanent incorporation into the work, the amounts paid the Contractor for the damaged material shall be deducted from the next progress payment.

SC - 6.06.H

**SUBCONTRACTORS:** The Contractor shall give his personal attention to the fulfillment of the Contract and shall at all times keep the work under his control.

SC - 6.06.I

The approval of the Owner of any subcontractor shall not, under any circumstances, operate to relieve the Contractor or his sureties of any of his or their obligations under these Contract Documents. It is understood and agreed that all subcontracts and approvals of subcontractors shall be based upon the requisite of performance by the subcontractor in accordance with these Contract Documents; and should any subcontractor fail to perform his work to the satisfaction of the Engineer, the Owner shall have the absolute right to rescind his approval at once and to require the performance of such work by the Contractor or entirely or in part through other approved subcontractors.

The Contractor shall require all subcontractors to submit their Business Tax License Number and State Contractor's License if subcontractor's portion of the work exceeds \$25,000.

The Contractor shall submit a list of names, addresses, and business tax license numbers of proposed subcontractors, together with the type of work to be provided, to Owner or Engineer prior to employment for the project. The Contractor will not be allowed to make changes in the list without the Owner's approval.

The Contractor shall inspect all work performed by subcontractors for compliance with these Contract Documents.

SC - 6.08.B

The Contractor shall obtain the necessary permits for work in the right-of-way of roads from the appropriate office and shall perform all work in accordance with the regulations of that office. If approved by that office, the Contractor will be permitted to close a street when necessary for the proper prosecution of the work. The Contractor shall keep the Police and Fire Departments and ambulance services continuously informed as to his intentions to close streets and give the Police Department sufficient notice in order that "No Parking" signs may be placed at the proper time to clear the street for construction.

The Contractor shall maintain proper barricades and flagmen to detour traffic.

At all times the Contractor is responsible for damage to city and county streets as a result of their use in this project. The streets must be kept clear of all dirt, stone, or other debris. All debris, dirt, etc., whether caused by rains, storms, spillage from trucks, or otherwise, shall be kept out of sewers. The Contractor is responsible for and may not plead ignorance of city and county ordinances and amendments thereto that may affect the use of streets or sewers.

SC – 6.11.E

The Contractor shall protect from damage all property in the vicinity of the work or that is in any way affected by the work, the removal or destruction of which is not called for by the Contract Documents. This applies to public and private property, utility facilities, trees, grass, shrubs, crops, signs, monuments, fences, pipe, underground structures, public roadways, sidewalks, curb and gutters, driveways, and any other natural or man-made terrain features. Whenever such property is damaged due to the Contractor's performance of the work, the Contractor shall immediately restore it to a condition equal to or better than that existing before such damage or injury was done by the Contractor. The Contractor shall make good all such damage or injury in an acceptable manner and at his own expense. The Owner may, upon forty-eight (48) hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any moneys due or which may become due the Contractor under the terms of these Contract Documents.

SC – 6.11.F

Where it is necessary to temporarily interrupt services, the Contractor shall notify the utility owner, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Contractor shall obtain permission from the owners thereof, or shall make suitable arrangements for their disconnection by the owners. Where it is necessary to temporarily interrupt house services, the Contractor shall notify the house owner or occupant, both before the interruption and again immediately before service is resumed. Should underground utilities or structures be encountered that are in minor conflict with the alignment or gradient of the proposed work, the proposed work may be adjusted by the Engineer where such adjustment is feasible and will not interfere with the operation of the proposed system. No payment will be made for these adjustments. Where major conflicts in the proposed work and existing utilities or structures occur and adjustment of the new work is not feasible, then the Engineer may revise the alignment and/or grade to suit these conditions. If, in the opinion of the Engineer, these revisions are necessary and are outside the scope of the bid items, they will be paid for as extra work.

SC - 6.11.G

No shanties, camps, or buildings for the housing of men employed on the work shall be erected on land owned or leased by the Owner unless a permit, in writing, is secured from the Engineer allowing their construction. Should permission be asked and granted, the Contractor must comply with all regulations regarding the construction and maintenance of such buildings.

SC - 6.11.H

The Contractor shall conduct his operations in a manner that will offer the least possible obstruction and inconvenience to the public, and he shall not have under construction an amount of work greater than he can prosecute properly with due regard to the rights of the public. Construction operations shall be conducted in a manner that will cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, buildings, or other facilities in the vicinity of the work shall be maintained and temporary access facilities for public roadways shall be provided and maintained in satisfactory condition.

SC - 6.11.I

The Contractor shall minimize siltation and erosion during construction and shall conform to all applicable erosion control regulations.

SC - 6.13.E

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work; he shall erect suitable railings, barricades, covers, or other protective devices about unfinished work, open trenches, holes, embankments, or other hazards and obstructions where hazards to workmen or to the public exist. The Contractor shall provide at all times all necessary watchmen on the project for the safety of employees, delivery personnel, and the general public and to diligently guard and protect all work and materials, including Owner-furnished equipment. Construction equipment shall be suitably night-marked and lighted as necessary for safety considerations. No separate payment will be made for providing lights on vehicles and equipment, signs, barricades, lights, flags, watchmen, and other protective devices, and the costs thereof shall be included in the contract prices(s).

SC - 6.13.F

Whenever, in the opinion of the Owner, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under these Contract Documents or of adjacent structures or property, and whenever, in the opinion of the Owner, an emergency has arisen and immediate action is considered necessary, then the Owner, with or without notice to the Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the Contractor, and if the same is not paid on presentation of the bills therefor, such cost may be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage that may occur.

SC - 6.13.G

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. MSDS information shall be required for chemicals per regulatory requirements. Use of all such chemicals and disposal of residues shall strictly conform to the manufacturer's instructions as well as the appropriate regulatory requirements.

SC - 6.13.H

Where the work requires the entry into any of the existing wastewater facilities, employees on the work and other persons affected thereby shall be subject to the TOSHA Confined Space Entry Procedures.

SC - 6.17.A.3

SHOP DRAWINGS: Engineering data covering all equipment and fabricated products to be furnished under these Contract Documents shall be submitted to the Engineer for review. These data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; and dimensions needed for installation and correlation with other materials and equipment. Data submitted shall include drawings showing essential details of any changes proposed by the Contractor and all required wiring and piping layouts.

SC- 6.17.B.1

Contractor shall coordinate with fabricators and/or manufacturers in particular for items not previously fabricated as a standard as a result of the Hamilton County WWTAs details and specifications.

SC-6.17.E.2

When the drawings and data are returned marked "NOT APPROVED", the corrections shall be made as noted thereon and as instructed by the Engineer and resubmitted.

When the drawings and data are returned marked "APPROVED", fabrication and/or installation can begin and no additional copies need be furnished.

No work shall be performed in connection with the fabrication or manufacture of materials and equipment, nor shall any accessory or appurtenance be purchased until the drawings and data therefor have been reviewed by the Engineer and returned marked "APPROVED" or "APPROVED AS NOTED".

SC – 6.20.D



## INDEMNIFICATION

It is understood and agreed that the Contractor shall be deemed and considered an independent contractor in respect to the work covered by these Contract Documents and shall assume all risks and responsibility for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to work caused by acts of God, acts of public enemy, quarantine restrictions, general strikes throughout the trade, or freight embargoes not caused or participated in the Contractor. The Contractor shall have charge and control of the entire work until completion and final acceptance of the work by the Owner. The Contractor shall be alone liable and responsible for, and shall pay, any and all loss and damages, including attorney's fees, sustained by any person either during the performance or subsequent to the completion of the work covered by these Contract Documents, by reason of injuries to person and damage to property, buildings, and adjacent work, that occur either during the performance or subsequent to the completion of the work covered by these Contract Documents, or that may be sustained as a result or consequence thereof, respective of whether or not such injuries or damage be due to negligence or to the inherent nature of the work. The Contractor shall fully indemnify, protect, defend, and save harmless forever the Owner, the Engineer, and their agents or employees from any and all liability and from all suits and actions of every kind and description brought or which may be brought against them or any of them relative to the performance of the work or other responsibilities of the Contractor under these Contract Documents.

### SC - 9 ENGINEER'S STATUS DURING CONSTRUCTION

#### SC - 9.03.B

The Engineer may appoint such RPR's as he may desire. Observation will extend to all parts of the work and to the preparation and manufacture of the materials to be used. An RPR is placed on the work to keep the Engineer and Owner informed as to the progress of construction and the manner in which it is being done and also to call to the attention of the Contractor any deviation from the Drawings and Specifications.

The RPR's have the authority to reject defective material or work that is being improperly done subject to the final decision of the Engineer. The RPR's are not authorized to revoke, alter, enlarge, or relax the provisions of these conditions, nor are they authorized to approve or accept any portion of the completed work, or to issue instructions contrary to the Drawings and Specifications.

### SC - 10 CHANGES IN THE WORK; CLAIMS

#### SC - 10.01.C

It is understood and agreed that the Contractor shall perform all extra work that may be ordered in writing by the Engineer acting on the specific authority of the Owner

arising out of the modification of the Specifications or Drawings made or approved by the Owner. For this extra work, the Contractor shall be compensated as provided hereinafter and in the Change Order covering the extra work.

Compensation in Change Orders covering extra work shall be based on the unit prices bid in these Contract Documents except where (1) the additional work is of a different character or function and for which no basis of payment is prescribed in these Contract Documents; or (2) the work involves revisions of the details of the work in such manner as to render inequitable payment under items upon which the Contractor bid.

SC - 10.01.D

All Change Orders, including a change in technical design or an increase in cost, must be approved by the Owner the Engineer, and those governmental agencies whose approval is required.

SC - 13 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC - 13.03.D

The testing of materials shall be made by a competent laboratory or other person selected by the Engineer and paid for by the Owner. The Contractor shall submit samples of materials for testing as required by the Engineer. The cost of all retests made necessary by the failure of materials to conform to the requirements of these Contract Documents shall be paid by the Contractor.

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be approved by the Owner. The cost of all inspection and testing of all materials and equipment for determination of source, suitability, applicability, all certified mill tests, etc., shall be included in the contract price for supplying the applicable materials and equipment as no separate payment will be made for these services. No payment will be made to the Contractor for samples taken for tests such as concrete cylinders, etc.

SC - 13.03.G

Where mill tests of materials are found by the Engineer to be acceptable, the Contractor shall furnish certified copies of such mill tests. The cost of furnishing such certified copies shall be borne by the Contractor, with no separate payment allowed.

SC - 14 PAYMENTS TO CONTRACTOR AND COMPLETION

SC - 14.02.A.4

On the first day of each month the Contractor may submit to the Engineer, on forms furnished by the Engineer, a progress payment request for the amount of work accomplished, products furnished, and products stored at the site during the previous month. Three (3) signed copies of each request shall be furnished. If requested by Engineer or Owner, or if required by other governmental agencies having jurisdiction over the project, Contractor shall submit payrolls along with the progress payment requests for review. Three (3) signed copies of such payrolls shall be furnished.

SC - 14.02.A.5

The measurements of quantities shall be made by the Engineer in accordance with the Specifications and other Contract Documents.

If the Contract is based on a unit price bid, the items of work to be measured and the units of measurement shall be as set forth in the Bid Proposal Form. Only net quantities of finished work will be measured. Any items of work not set forth in the Bid Proposal Form, but necessary or convenient for the satisfactory completion of the work under the terms of these Contract Documents, shall not be measured separately and shall be considered a part of said items of work set forth in the Bid Proposal Form.

SC - 14.02.A.6

When the Bid Proposal Form contains the provision for receiving bids based on unit prices for various items comprising the complete work, the quantities indicated are approximate only, being given as a basis for comparison of bids. The Owner does not, expressly or by implication, agree that the actual quantity of the items will correspond with the estimated quantity shown in the Bid Proposal Form, and reserves the right to increase or decrease the amount of any item or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

SC - 14.02.A.7

It is understood and agreed that the Contractor shall be held responsible for the inclusion of the cost of all incidental items of work necessary or convenient for the satisfactory completion of the work, in accordance with and within the intent of these Contract Documents, in the price(s) bid and that the prices(s) bid provide for the satisfactory completion of the work specified in these Contract Documents.

SC - 14.02.A.8

No compensation will be made in any case for loss of anticipated profits due to extensions of contract time as a result of delays or other time extensions granted in accordance with Article 12 of the General Conditions.

SC - 14.05.A.5

If Owner requests Contractor to permit the use of any work which Owner believes to be substantially complete or requests to take over operation of any such part of the work although it is not substantially complete, Contractor will issue Contractor's

response to such request within ten days and will not cause a delay in the determination of substantial completion status or in finalizing any other requirements provided for in these paragraphs of the General Conditions.

## SC - 15 SUSPENSION OF WORK AND TERMINATION

### SC – 15.01.B

In the event that a suspension of the work is ordered by the Owner, the Contractor shall at his expense do all the work necessary to secure the work and the area affected by the work and to protect all previously completed work as specified herein or as directed by the Owner. The suspension of the work by the Owner shall not relieve the Contractor of any duties, obligations, or responsibilities set forth in these Contract Documents. In the event the Contractor fails to secure and protect the work and area as specified or as ordered, the Owner and/or Engineer will perform, or cause to be performed, all work considered necessary by the Engineer and the cost thereof will be deducted from moneys due or to become due the Contractor under the terms of these Contract Documents

### SC - 15.04.C

The Contractor shall not suspend the work and shall not remove any equipment, tools, supplies, materials, or other items without the written permission of the Owner or Engineer.

END OF SECTION 00800

**DIVISION 1**  
**GENERAL REQUIREMENTS**

## SECTION 01010 SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.01 SCOPE

The work shall consist of furnishing all labor, equipment, and materials required to adjust manhole frames and covers on existing pre-cast concrete and brick manholes, adjust two-piece valve boxes, and adjust cast iron sewer clean-out boxes. Where required and/or directed the Contractor shall supply and install pre-cast concrete manhole riser and concentric cone sections, this work will include the removal of the existing manhole cone and/or riser sections, setting the new sections in place, and the proper disposal of all construction and demolition debris. The Contractor shall complete all work in accordance with the specifications and WWTA Standards, and shall utilize skilled labor and proper equipment, all in conformance with Federal, State, and Local regulations and safety requirements.

1. The work will involve raising existing manhole frames and covers, and cast-iron sewer clean-outs in various locations throughout Hamilton County, Tennessee, in areas serviced by the Hamilton County Water & Wastewater Treatment Authority, (WWTA).
2. The Contractor will be issued work orders as the need arises during the Contract period.
3. The manholes and sewer clean-outs may be in roadways, driveways, sidewalks, and easements (paved and unpaved).
4. The WWTA will attempt to issue work orders in groups of manholes to be raised within close proximity to each other. The Contractor is advised that no guarantee on the number of manholes per work order will be made. The Contractor shall submit a schedule and mobilize within 1 week to a work order site after receipt of a work order. All work shall be accomplished at each manhole or sewer clean out within 3 working days from the time work starts.

#### 1.02 STANDARD DETAILS AND SPECIFICATIONS

The detailed specifications and standard construction details shall be as set forth in the Standard Detail and Process for Raising Manhole Frames and the Hamilton County Water & Wastewater Treatment Authority's (WWTA) "Standard Details and Specifications for the Construction of Sanitary Sewers", and made a part hereof.

### 1.03 PERMITS

The Contractor shall obtain all required road cut permits from the respective agencies in which work will be accomplished.

### 1.04 SAFETY

In addition to complying with the safety requirements set forth in the General Conditions, the Contractor shall:

1. Comply with all applicable requirements of OSHA in the performance of work required under this contract.
2. Adhere to the rules, regulations, and interpretations of the Secretary of the Department of Labor relating to safety and health for construction, which are hereby incorporated into these requirements.

### 1.05 TRAFFIC CONTROL

A. The necessary precautions shall include, but are not be limited to proper construction warning signs, signals, lighting devices, battery operated flashers, markings, barricades, and hand signaling devices (flagging operations). The Contractor shall be responsible for the installation and maintenance of all devices and requirements for the duration of the construction period.

B. All work shall be performed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), Part VI, and shall conform to all Tennessee Department of Transportation (TDOT), Hamilton County, and applicable local agency traffic control requirements.

C. The Contractor shall monitor traffic control devices on a daily basis and shall make all appropriate changes to correspond with traffic and site conditions.

### 1.06 WORK ORDERS

A. All work orders shall be submitted to the contractor electronically via email communication or other preapproved method. Work orders shall consist of an Adobe Acrobat .PDF file complete with a work ~~description~~description and location map and a Microsoft Excel file to be used by the contractor in identifying the project area and in requesting payment completed work.

## PART 2 – PRODUCTS

### 2.01 CONCRETE

Concrete used shall be Class A Concrete (4,000 psi), as specified in Hamilton County Water & Wastewater Treatment Authority’s (WWTA) “Standard Details and Specifications for the Construction of Sanitary Sewers”, Division 3 – Concrete, Section 03300 Cast-in-Place Concrete.

### 2.02 BRICK

Sewer brick shall conform to AASHTO M 91, and shall be grade SM (8 inch x 3-5/8 inch x 2-1/4 inch).

### 2.03 NON-SHRINK MORTAR

Non-Shrink Mortar shall be pre-mixed, Master Builders “Masterflow 713”, Sonneborn “Ferrolith G-D.S. Redi-Mixed”, or approved equal.

### 2.04 BUTYL-RUBBER SEALANT

Butyl-rubber (“mastic”) shall conform to the requirements of ASTM C990, as manufactured by A-Lok Products or approved equal. Butyl mastic sealant shall be used when rejoining the manhole frame to the precast manhole for all adjustments to provide a watertight structure. It shall be supplied in such sizes to seal the joint space.

### 2.05 ~~MULTI-PURPOSE RUBBERMANUFACTURED POLYMER GRADE RINGS ADJUSTMENT RISER AND SEALANT~~

Rubber-Polymer grade adjustment rings must meet or exceed AASHTO HS-25 loadings and ratings. Rings shall be Pro-Ring (Cretex), Adjustment Ring (Ladtech), Infra-Riser (~~—“Infra-RISER<sup>®</sup>”~~EJCO), ~~as manufactured by GNR Technologies~~ or approved equal. ~~Flat and tapered configurations in thickness from 0.5 inches to 3.0 inches and manufacturer’s recommended sealant.~~ Sealant shall be manufacturer’s recommended sealant.

### 2.06 MANHOLE FRAMES AND COVERS

Manhole frames and covers shall conform to the requirements of Hamilton County Water & Wastewater Treatment Authority’s (WWTA) “Standard Details and Specifications for the Construction of Sanitary Sewers”, Division 2 – SITEWORK, Section 02605 Manholes.



## 2.07 MANHOLE PRECAST CONCRETE GRADE ADJUSTMENT RINGS

Manhole pre-cast concrete grade adjustment rings shall conform to the requirements of ASTM C478, and the requirements of Hamilton County Water & Wastewater Treatment Authority's (WWTA) "Standard Details and Specifications for the Construction of Sanitary Sewers", Division 2 – SITEWORK, Section 02605 Manholes.

## 2.08 PRECAST CONCRETE MANHOLE RISER AND CONCENTRIC CONE SECTIONS

Pre-cast concrete manhole riser and concentric cone sections shall conform to the requirements of Hamilton County Water & Wastewater Treatment Authority's (WWTA) "Standard Details and Specifications for the Construction of Sanitary Sewers", Division 2 – SITEWORK, Section 02605 Manholes. Riser sections shall be 48 in. x 12 or 48 in. x 24 in., concentric cone sections shall be 48 in. x 24 in. or 48 in. x 36 in.

## 2.09 MANHOLE FRAME CHIMNEY SEAL

Frame seals shall be designed to prevent leakage of water through the frame-chimney joint area of brick and block manholes and the entire chimney area of precast, fiberglass, and plastic manholes throughout a fifty (50) year design life. The seal shall remain flexible throughout this period, allowing repeated vertical movements of the frame of not less than two inches (2") and/or repeated horizontal movement of not less than one-half inch (1/2"), at rates not greater than one-tenth inch-per-minute (1/10 in/min). Frame seals shall consist of a flexible rubber sleeve, extensions and stainless steel expansion bands, all conforming to the following requirements:

1. Rubber Sleeve and Extension – The flexible rubber sleeve and extensions shall be extruded or molded from a high grade rubber compound conforming to the applicable material requirements of ASTM C-923, with a minimum one-thousand-five-hundred pounds-per-square-inch (1,500 psi) tensile strength, maximum eighteen percent (18%) compression set and a hardness (durometer) of 48+5.

The rubber sleeve shall be double, triple, or quadruple pleated with a minimum unexpanded vertical height of eight inches (8"), ten inches (10") or thirteen inches (13") respectively, and a minimum thickness of three-sixteenth inches (3/16"). The top and bottom section of the sleeve that compresses against the manhole frame casting and the chimney/cone shall have an integrally formed expansion band recess and a series of sealing fins to facilitate a watertight seal. These sealing fins shall have teardrop

holes or air pockets to allow the sealing area to conform to minor surface irregularities that may be encountered.

The top section of the extension shall have a minimum thickness of three-thirty-second inches (3/32") and shall be shaped to fit into the bottom band recess of the sleeve under the bottom chimney seal band and the remainder of the extension shall have a minimum thickness of three-sixteenth inches (3/16"). The bottom section of the extension shall contain an integrally formed expansion band recess and multiple sealing fins matching that of the rubber sleeve. Any splice used to fabricate the sleeve and extension shall be hot vulcanized and have a strength such that the sleeve shall withstand a one-hundred-eighty degree (180°) bend with no visible separation.

2. Expansion Bands – The expansion bands used to compress the sleeve against the manhole shall be integrally formed from 16-gauge stainless steel conforming to the applicable material requirements of ASTM A-240, Type 304, with no welded attachments and shall have a minimum width of one-and-three-fourth inches (1-<sup>3</sup>/<sub>4</sub>"). The bands shall have a minimum adjustment range of two-and-one-half inch (2-<sup>1</sup>/<sub>2</sub>") diameter, and the mechanism used to expand the band shall have the capacity to develop the pressures necessary to make a watertight seal. The band shall be permanently held in place with a positive locking mechanism which secures the band in its expanded position after tightening.
3. Size – The CONTRACTOR shall be responsible for obtaining the exact field measurements so that the proper sized frame-chimney seal can be ordered and installed in each manhole as required by the plans.
4. Acceptable Manufacturers are Cretex Specialty Products or Approved Equal.

## PART 3 EXECUTION

The Contractor shall employ his/her own means and methods to complete the work in accordance with the specifications. The following list of procedures is presented for informational purposes only, and is not to be construed as a direction from the Owner or Engineer on how the Contractor is to complete the work.

### 3.01 MANHOLE FRAME AND SEWER CLEAN OUT RAISING

- A. –Procedures for Raising Precast Concrete Manhole Frames:** Elevation of manhole can be raised using precast concrete rings or approved manufactured polymer grade rings. Use of brick for precast manhole adjustment to grade is prohibited.

1. Saw cut a 4 foot minimum, neat ring around existing manhole frame and remove existing pavement, material, etc.
2. Clean area around manhole of all pavement and backfill material; remove from site and dispose of properly.
3. Inspect manhole, and excavate additional material and provide and install concrete manhole riser or cone section if required and/or directed.

3. —

4. Provide and install ~~brick spacers or carriage bolts~~, pre-cast concrete adjustment rings ~~if required~~, manufactured polymer grade rings and all required hardware to raise and secure manhole frame at required elevation and slope. — Set Butyl-rubber sealant tape (“mastic”) between concrete grade ring(s), if concrete adjustment rings are required. — The Contractor may also utilize ~~multi-purpose rubber~~manufactured polymer adjustment risers, as specified in Part 2: Section 2.05, “Infra-Riser<sup>®</sup>”, flat and/or tapered, and sealant as ~~manufactured by GNR Technologies~~recommended by the manufacturer or an approved equal ~~for raising manhole frames 0.5 inches to 3.0 inches~~. Approved sealant shall be supplied at all joints to ensure a watertight structure. The combined height of stacked grade rings shall be a maximum of 12 inches. Adjustments exceeding a height of 12 inches require the use of a manhole riser section.
5. Provide and install WWTa standard manhole frame and cover or water-tight manhole frame and cover if required and/or directed.
6. Pour 4,000 psi concrete around manhole frame and finish to proper grade. The Contractor may employ the use of metal flashing and a tire inner tube to seal off concrete from entering the manhole. Note: for manholes located outside of roadways (in grassed areas) concrete to be poured up to 2 inches from top of frame and existing grade, and area backfilled with the backfill material removed in Procedure Step 2.
7. Provide traffic control barriers as needed during construction, and until concrete has set.
8. Maintain a steel plate cover over wet concrete.

## **B. Procedures for Raising Brick Manhole Frames**

1. Saw cut a 4 foot minimum, neat ring around existing manhole frame and remove existing pavement, material, etc.
  2. Clean area around manhole of all pavement and backfill material; remove from site and dispose of properly.
  3. Inspect manhole for loose or missing brick and repair as needed.
  4. Re-brick as required to achieve correct height and utilize a full bed of non-shrink mortar to achieve required ~~height and~~ slope.
  5. Set existing manhole frame and cover, or provide and install WWTa standard manhole frame and cover or water-tight manhole frame and cover if required.
- 5.6. Contractor shall supply and install chimney seals at the owners request. This request will be provided to the contractor in the work order detail.
- 6.7. Pour 4,000 psi concrete around manhole frame and finish to proper grade. Note for manholes located outside of roadways (in grassed areas) concrete to be poured up to 2 inches from top of grade line, and area backfilled with the backfill material removed in Procedure Step 2.
- 7.8. Provide traffic control as needed during construction, and until concrete has set.
- 8.9. Maintain steel plate cover over wet concrete.

### **C. Procedures for Raising Cast Iron Sewer Clean-Out Boxes**

1. Saw cut 4 inches around cast iron sewer clean out box.
2. Clean area around sewer clean-out box of all pavement and backfill material, and dispose of properly.
3. Remove existing sewer clean-out box, and safely store for re-use. (Note: clean-outs weigh between 150 and 180 pounds.)
4. Backfill with 33-P (PUG) – 303.01, TYPE A, Grading D (“33-P”) TDOT Specifications, as required to achieve needed height so that clean-out frame and cover will be at required new street elevation. (1 inch minimum to 6 inch maximum elevation increase).
5. If required, use threaded coupling adaptors to extend sewer cleanout pipe to proper height.

6. Reset existing sewer clean-out box.
7. Pour 4,000 psi concrete around sewer cleanout box and finish to proper grade.
8. Provide traffic control as needed during construction, and until concrete has set.
9. Maintain steel plate cover over wet concrete.

### 3.02 CLEANUP AND REPAIRS

The Contractor shall ensure that each individual work order site (manhole or sewer clean-out box) is cleared and cleaned of all construction debris. Clean up shall occur at the completion of work, or daily, if the work requires more than one day to complete. The Contractor is responsible for the removal and proper disposal of all debris. The Contractor shall not dispose of any construction materials, debris, mortar, or concrete into the storm drainage system (storm drains, catch basins, and ditches), sewer manholes, or any natural stream. ~~The Contractor shall, at no additional cost to the WWTA, replace and/or repair any damage to street pavement, curbing, sidewalks, driveways, and sodding (including tracks or ruts made by vehicles or equipment), as a result of the Contractor's actions in the execution of the work.~~

### 3.03 SUBMITTALS AND DELIVERABLES

- A. At the time any work order is completed, the contractor shall supply the RPR with a hard copy of the work order. The RPR shall keep this as a record of the work and use it as proof the assigned work was acceptable.
- B. The All requests for payment shall be made electronically utilizing a Microsoft Excel spreadsheet supplied by the owner via email or other approved delivery method. ~~Hard copies of the work order~~

END OF SECTION 01010

**SECTION 01020  
ALLOWANCES**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. This Section specifies administration and procedural requirements governing handling and processing allowances. Allowances shall be used for any revisions, contingencies, etc. Use of allowances shall be authorized in writing by the Engineer and approved by the Owner.

**PART 2 – PRODUCTS (Not applicable)**

**PART 3 – EXECUTION**

**3.1 SCHEDULE OF ALLOWANCES**

- A. Include in the lump sum bid price for the project an allowance of \$10,000.00 for the Owner's use as a construction contingency.
- B. The allowance shall be used only as directed for the Owner's purposes and only by construction Change Order's that designate amounts to be charged to this allowance.
- C. In the event all or part of this allowance is not directed to be utilized by the Owner, then that amount shall be credited to the Owner by Change Order.

**SECTION 01025  
MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.01 SUMMARY**

This section specifies administrative and procedural requirements for unit prices.

1. A unit price is an amount proposed by Bidders and stated in the Bid Schedule as a price per unit measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of work required by the Contract Documents are increased or decreased.
2. Payment will be made only for those items listed in the Bid Schedule. All other items not specifically listed shall be deemed incidental and cost of same shall be included in other items of work.
3. Unit prices include all necessary material, overhead, profit and applicable taxes.
4. The Hamilton County WWTA Standard Details and Specifications for the Construction of Sanitary Sewers, and Section 01010 Summary of Work contain requirements for materials and methods described under each unit price.

**2.01 PARTIAL PAYMENT**

No separate measurement and payment, nor partial payment will be made for stored materials. All costs for material shall be included in the applicable Contract unit price bid item for which the material is incidental thereto.

**3.01 PERMITS**

No separate measurement and payment will be made for permits required to be obtained by the Contractor in the execution of the work. All costs for permits shall be included in the applicable Contract unit price bid for other items of work.

### 3.02 SAFETY AND TRAFFIC CONTROL

No separate measurement and payment will be made for safety and traffic control required to be performed by the Contractor in the execution of the work. All costs for safety and traffic control shall be included in the applicable Contract unit price bid for other items of work.

### 3.03 EXCAVATION & PREPARATION

No separate measurement or payment will be made for the required excavation and proper disposal of all pavements, pavement foundations, sidewalks, driveways, and backfill in order to expose manhole frames or concentric cones, or sewer clean-out boxes. All costs for excavation shall be included in the applicable Contract unit price bid for other items of work.

No separate measurement and payment will be made for pumping, bailing, draining, clearing, grubbing, backfilling, removing vegetative growth, debris, or removal of waste material nor for the proper disposal of any materials or similar work. All costs shall be included in the applicable Contract unit price bid for other items of work.

### 3.04 MANHOLE FRAME ADJUSTMENT

#### 1. Brick Manholes

- a. Measurement for raising manhole frames will be per each. Payment for raising manhole frames and covers in roadways shall be made at the Contract unit price bid for, “(BRICK MANHOLES) Adjust Manhole Frames and Covers 0 inch to 6 inches above existing elevation”, installed and accepted by the Owner. Payment shall constitute full compensation for furnishing all supervision, labor, materials, tools, and equipment required to complete the work as specified herein and as shown on the Standard Drawings.
- b. The depth for raising will be measured from the top of the existing manhole frame to finished grade.
- c. In addition to being measured per each, manhole frames raised greater than six inches shall also be paid per each vertical inch thereafter beyond six inches (e.g. payment to raise a manhole seven inches shall be based on the unit price for a standard adjustment plus the unit price for an additional inch of adjustment). Payment shall constitute full compensation for furnishing all supervision, labor, materials, tools, and equipment required to complete the work as specified herein and as shown on the Standard Drawings.



## 2. Precast Concrete Manholes

- a. Measurement for raising manhole frames will be per each. Payment for raising manhole frames and covers in roadways shall be made at the Contract unit price bid for, “(PRECAST CONCRETE MANHOLES) Adjust Manhole Frames and Covers 0 inch to 6 inches above existing elevation”, installed and accepted by the Owner. Payment shall constitute full compensation for furnishing all supervision, labor, materials, tools, and equipment required to complete the work as specified herein and as shown on the Standard Drawings.
- b. The depth for raising will be measured from the top of the existing manhole frame to finished grade.
- c. In addition to being measured per each, manhole frames raised greater than six inches shall also be paid per each vertical inch thereafter beyond six inches (e.g. payment to raise a manhole seven inches shall be based on the unit price for a standard adjustment plus the unit price for an additional inch of adjustment). Payment shall constitute full compensation for furnishing all supervision, labor, materials, tools, and equipment required to complete the work as specified herein and as shown on the Standard Drawings.

## 3. Pre-Cast Concrete Manhole Riser and Concentric Cone Sections

- a. Measurement for pre-cast concrete manhole riser and concentric cone sections shall be per each. Payment shall be made at the unit price bid for, “Supply and Install pre-cast concrete manhole riser section (48 in. x 12 in.)”, “Supply and Install pre-cast concrete manhole riser section (48 in. x 24 in.)”, “Supply and Install pre-cast concrete manhole concentric cone section (48 in. x 24 in.)”, or “Supply and Install pre-cast concrete manhole concentric cone section (48 in. x 36 in.)”. Price and Payment shall constitute full compensation for furnishing all supervision, labor, materials, tools, and equipment required to complete the work as specified herein and in accordance with all WWTa standards.

#### 4. Replacement Frame and Cover

- a. Measurement for providing and installing replacement manhole frames and covers, or water-tight manhole frames and covers shall be per each. Payment shall be made at the Contract unit price bid for, “Replace existing Manhole Frame and Cover with Standard WWTa Manhole Frame and Cover”, or “Replace existing Manhole Frame and Cover with Watertight WWTa Manhole Frame and Cover”, furnished and installed by the Contractor and accepted by the Owner. Payment shall constitute full compensation for furnishing all supervision, labor, materials, tools, and equipment required to complete the work as specified herein and as shown on the Contract details.
- b. No separate measurement and payment will be made for brick, pre-cast concrete grade adjusting rings, multi-purpose rubber adjustment rings, butyl rubber sealant, and all required hardware, material, and equipment required to complete the work as shown on the Standard Drawings and as specified herein, all costs for such items of work shall be included in the applicable Contract unit price bid for other items of work.

#### 3.05 ADJUST CAST IRON SEWER CLEAN-OUT BOX & TWO-PIECE VALVE BOX

Measurement for cast iron sewer clean-out box and two-piece valve box adjustment will be made per each sewer clean-out box adjusted. Payment for sewer clean-out box adjustment will be made at the Contract unit price bid item for, “Adjust Cast Iron Sewer Clean-Out Box”. Payment shall constitute full compensation for furnishing all supervision, labor, materials, tools, and equipment labor required to complete the work as specified herein.

#### 3.06 CAST-IN-PLACE CONCRETE

No separate measurement or payment will be made for cast-in-place concrete. Payment for all concrete materials, delivery and placement shall be included in the applicable Contract unit price bid for other items of work.

END OF SECTION 01025

**SECTION 01061**  
**NON-DISCRIMINATION/MINORITY HIRING**

In determining the suitability and acceptability of proposed bidders, WWTa reserves the right to consider each bidder's commitment to hire minorities and/or subcontract with minority contractors, relative to certain phases of the contracted services.

Except to the extent permitted by Federal Laws and Regulations for a bona fide occupational qualification, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, disability, national origin, sex, or age. The Contractor will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, creed, color, handicap, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or any other forms of compensation and selection for training.

The bidder/contractor agrees to comply with Title VI, as prescribed in the Civil Rights Act of 1964 (42 U.S.C. 2000(D)) and 28 CFR 42 et seq., which provides that "no person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal Financial Assistance."

The Contractor will, in all solicitations for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, disability, national origin, sex, or age. The words "equal opportunity employer" in all advertisements shall constitute compliance with this section.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order for goods or services that are subject matter of this Agreement. The Owner shall have the right, at his option, to cancel the Agreement in whole or in part.

The Contractor will contact the Chattanooga Urban League for assistance in providing minority job applicants. The Chattanooga Urban League shall be allowed to visit the jobsite to observe the minorities and to contact the Contractor if necessary to discuss the number of minorities employed.

The Contractor will have an affirmative action plan.

END OF SECTION 01061

**SECTION 01062**  
**HAMILTON COUNTY DBE GUIDELINES AND OVERVIEW**

**PART I – GENERAL**

**1.01 WHAT IS HAMILTON COUNTY’S DBE POLICY?**

- A. Hamilton County shall provide Disadvantaged Business Enterprises (DBE’s) with the maximum equitable opportunity to participate in the performance of contracts financed in whole or in part with federal, state or county funds. Hamilton County's annual goal shall be to award DBE's at least 10% of the funds expended for said contracts.

**1.02 WHAT IS A DBE?**

- A. As used in these Guidelines, "Disadvantaged Business Enterprises (DBE's)" shall mean a for-profit small business concern—
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
  2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. "Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
1. Any individual who is a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
  2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - (a) "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
    - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - (c) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - (d) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
    - (e) "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
    - (f) "Women"

1.03 HOW DOES THE DBE POLICY WORK WITH THE CURRENT HAMILTON COUNTY PURCHASING RULES?

- A. Hamilton County has adopted certain Purchasing Rules that govern the County's purchase of all goods and services. The adoption of this DBE Plan in no way is intended to circumvent those Purchasing Rules, but is designed to encourage DBE participation in the County's purchase of said goods and services pursuant to those Purchasing Rules.

1.04 HOW DOES HAMILTON COUNTY IDENTIFY DBE'S?

- A. Hamilton County Government will coordinate with the State of Tennessee, U.S. Government, and other agencies to identify qualified DBE's. These DBE's will be offered opportunities to participate in bidding and contracting with Hamilton County for all types of services such as construction and purchase of materials and services. To that end, Hamilton County will set and enforce program goals through its Implementation Plan. Additionally, Hamilton County will set and enforce program goals as specified in 49 CFR 26 – Title 49 and other applicable federal and state laws, rules and procedures.

1.05 WHERE CAN ONE OBTAIN A LIST OF DBE'S IN THIS REGION?

To determine the DBE's in this region, contact the following agencies:

Hamilton County DBE Liaison Office (423)-209-6146  
(ask for DBE listing to be faxed or e-mailed)

Tennessee Department of Transportation (615)-741-3681  
<https://www.tn.gov/tdot/topic/small-business>

Chattanooga Chamber of Commerce – Maria Noel (423)-763-4338  
<http://www.chattanoogachamber.com/diversityandinclusion>

Urban League of Chattanooga – Lilly Sanchez (423)-756-1762  
<http://www.ulchatt.net>

1.06 WHO CAN I CONTACT IF I HAVE ANY QUESTIONS ABOUT THIS PROGRAM?

All questions should be directed to the DBE Liaison Office. The contact number for that office is (423) 209-6146.

END OF SECTION 01062

**SECTION 01065  
DBE SUB-CONTRACT TERMINATION/SUBSTITUTION VERIFICATION**

The undersigned Contractor, having been awarded the construction project commonly known as \_\_\_\_\_, as awarded by Hamilton County Water and Wastewater Treatment Authority does hereby verify that it has terminated its subcontract with \_\_\_\_\_ (previously designated and accepted by Hamilton County as a Disadvantaged Business Enterprise (DBE)) on this project, and that it has subsequently contracted with, or unsuccessfully made efforts to contract with, the herein-below named business(s), also designated and recognized by Hamilton County as a DBE for the continuation of the services previously subcontracted:

<u>Name of DBE</u>	<u>Job Assignment</u>	<u>Date Contacted</u>	<u>Response</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **SECTION 01300 SUBMITTALS**

### **PART 1 – GENERAL**

#### **1.01 EQUIPMENT DELIVERY AND CONSTRUCTION SCHEDULE**

Not later than ten (10) consecutive calendar days after the effective date of Agreement, the Contractor shall submit to the Engineer for review a detailed schedule of major equipment delivery and installation and general construction operations, indicating the sequence of the work, the estimated dates of starting each task, and the estimated time of completion of each task. The schedule shall be broken down with respect to individual structures and facilities, indicating when existing structures or equipment would be taken out of service, (if applicable). The form and content of the schedule shall be satisfactory to the Engineer.

#### **1.02 SHOP DRAWINGS AND PRODUCT DATA**

- A. The Contractor shall submit to the Engineer for review and approval complete drawings and engineering data for all equipment, materials, and products to be incorporated into the work. Shop drawings and engineering data shall be provided and the Engineer's review will be conducted in accordance with the requirements of the Supplementary General Conditions. Shop drawings and/or engineering data, as appropriate, shall be submitted for the following items, including, but not limited to:
1. Miscellaneous iron castings and gratings, manhole frames with certification of traffic bearing capabilities.
  2. All concrete and masonry material and accessories, sealing compounds, and epoxy bonding agents.
  3. Premixed grouts and mortars.
  4. Precast concrete items, manholes riser and cone sections, grade adjustment rings.
  5. Rubber adjustment riser and sealant

#### **1.03 SAMPLES**

At the Engineer's request, the Contractor shall furnish certified samples of materials utilized in the fabrication or production of equipment, materials, and products supplied under these Contract Documents. Cost of all such samples shall be borne by the Contractor. The samples will be tested by a qualified independent testing laboratory selected by the Owner to determine if the mechanical and

chemical properties of the materials supplied are in accordance with the requirements of these Specifications and Contract Documents. The Owner shall pay for the laboratory testing of material samples provided by the Contractor. The Contractor shall pay for all retests made necessary by the failure of materials to conform to the requirements of these Specifications and Contract Documents.

END OF SECTION 01300



**SECTION 01700**  
**PROJECT CLOSE OUT FORMS**

The following forms must be fully completed and executed by the Contractor prior to release of final payment and/or acceptance of the project.

1. Affidavit of Payment (Section 1720)
2. Consent of Surety for Final Payment (Section 1721)
3. Affidavit of Release of Liens (Section 1722)
4. Final Waiver of Lien (Section 1723) - To be executed by each and every subcontractor and supplier of materials.

## **SECTION 01711 SITE CLEANING**

### **PART 1 - GENERAL**

#### **1.01 SCOPE**

Contractor shall perform general cleanup and waste disposal duties on the Project site during the progress of and at the completion of the work.

Cleaning and disposal operations shall comply with all applicable environmental laws, ordinances, rules, regulations, orders and approvals of public authorities having jurisdiction.

#### **1.02 PRODUCTS**

Use only those cleaning materials which will not create hazards to health, property or the environment and which will not permanently damage existing-to-remain, constructed surfaces.

Only use the cleaning materials and methods recommended by the cleaning material manufacturer on the appropriate surfaces to be cleaned as recommended by the cleaning material manufacturer.

### **PART 2 - EXECUTION**

#### **2.01 HAZARD CONTROL**

Contractor shall store all volatile wastes in covered metal containers and remove from site daily.

Contractor shall prevent to accumulation of wastes which may create a hazardous condition.

Burning or burying of rubbish or waste materials on the site is not allowed.

Disposal of any volatile material into sanitary or stormwater sewers is not allowed.

#### **2.02 DURING DEMOLITION**

Perform periodic cleaning to keep work area, the site and adjacent properties free from accumulations of waste materials, wind blown debris and rubbish generated during the work.

Provide on-site containers for the collection of waste materials, debris and rubbish.

Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

#### 2.03 DUST CONTROL

Schedule work operations so that dust and other airborne contaminants will be reduced to the greatest extent practical and will not spread onto the adjacent property of others.

#### 2.04 FINAL CLEANING

Remove all spoil vegetation, rubbish, surplus building materials and other debris generated during the work away from the site and dispose of in a lawful manner.

Use methods for cleaning which will minimize the generation of dust and other airborne contaminants.

Concrete and asphalt paved surfaces shall first be broom cleaned or vacuumed and then hose washed with potable water.

All ground surfaces shall be raked smooth and clean of all traces of building materials, vegetation and paving materials.

#### 2.05 OWNER'S RIGHT TO CLEAN

If contractor fails to clean up the site, owner may do so and the cost thereof shall be charged to the contractor as provided in the Contract Document & Specifications Section 00700-General Conditions.

**\*\*END OF SECTION\*\***

**SECTION 01720  
AFFIDAVIT OF PAYMENT**

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by \_\_\_\_\_  
\_\_\_\_\_ to furnish labor and materials for \_\_\_\_\_  
\_\_\_\_\_ work, under a contract \_\_\_\_\_  
for the improvement of the property described as \_\_\_\_\_  
\_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_  
County of \_\_\_\_\_, State of \_\_\_\_\_  
of which \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

**EXCEPTIONS:**

(If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

**ATTACHMENTS:**

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Release or Waivers of Liens from Subcontractors and material and equipment suppliers.
4. Contractor's Affidavit of Release of Liens.

\_\_\_\_\_  
CONTRACTOR (Name of sole ownership, corporation or partnership)

\_\_\_\_\_  
(Signature of Authorized Representative)

(Affix corporate seal here)

TITLE: \_\_\_\_\_

**SECTION 01721  
CONSENT OF SURETY FOR FINAL PAYMENT**

Project Name \_\_\_\_\_

Location \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Type of Contract \_\_\_\_\_

Amount of Contract \_\_\_\_\_

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

on the Payment Bond of the following named Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

(Affix corporate seal here)

TITLE: \_\_\_\_\_

**SECTION 01722  
AFFIDAVIT OF RELEASE OF LIENS**

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by \_\_\_\_\_  
\_\_\_\_\_ to furnish labor and materials for \_\_\_\_\_  
\_\_\_\_\_ work, under a contract \_\_\_\_\_  
for the improvement of the property described as \_\_\_\_\_  
\_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_  
County of \_\_\_\_\_, State of \_\_\_\_\_  
of which \_\_\_\_\_  
\_\_\_\_\_ is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
The undersigned, as the Contractor for the above-named Contract pursuant to the conditions of the Contract, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor of services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contractor referenced above.

**EXCEPTIONS:**

(If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

**ATTACHMENTS:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

(Affix corporate seal here)

TITLE: \_\_\_\_\_

**SECTION 01723  
FINAL WAIVER OF LIEN**

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) \_\_\_\_\_  
\_\_\_\_\_ to furnish labor and materials for (B) \_\_\_\_\_  
\_\_\_\_\_ work, under a contract (C) \_\_\_\_\_  
for the improvement of the premises described as (D) \_\_\_\_\_  
\_\_\_\_\_ in the \_\_\_\_\_ (City-Village) of \_\_\_\_\_  
County of \_\_\_\_\_, State of \_\_\_\_\_  
of which \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, for and  
in consideration of the sum of (E) \_\_\_\_\_  
Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the  
undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien  
with respect to and on said above-described premises, and the improvements thereon, and on the  
monies or other considerations due or to become due from the owner, on account of labor,  
services, material, fixtures, apparatus or machinery heretofore or which may hereafter be  
furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

(Affix corporate seal here)

TITLE: \_\_\_\_\_

**INSTRUCTION FOR FINAL WAIVER**

- (A) Person or firm with whom you agreed to furnish either labor, or service, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

**SECTION 01740**  
**GUARANTEES AND WARRANTIES**

The applicant shall provide this agreement to repair or cause to be repaired at no cost to the Owner any defects in the work, including but not limited to, defective equipment, materials, or supplies, and faulty construction or workmanship, occurring within a period of one (1) year from the date of acceptance indicated in the Notice of Completion. This form shall be completed by the Contractor and submitted to the Owner.

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Owner: WWTA Hamilton County, Tennessee

General Contractor: \_\_\_\_\_

I (We), \_\_\_\_\_ do hereby warrant all equipment, materials, products, and workmanship provided in conjunction with the above referenced project from any defects as described above occurring within a period of one (1) year from the date of acceptance of the work indicated in the Notice of Completion.

If, during the warranty period (a) any work, equipment, materials, or products furnished and/or installed are found to be defective in service by reason of faulty construction process, structural and/or mechanical design or specifications, or (b) any equipment, materials, or products furnished and/or installed are found to be defective in material or workmanship, or (c) any portions of the work or materials are damaged in any way whatsoever by other work or activities in the vicinity over which I (we) have direct or indirect responsibility or authority, I (we) shall, as soon as possible after receipt of written notice from the Hamilton County Engineering Department or authorized representative, and at no cost to the County, repair or cause to be repaired such defective work, equipment, materials or products, or replace such defective work, equipment, materials or products.

This warranty commences on the acceptance date stipulated in the Notice of Completion of the above referenced project and expires one (1) year from said date.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY:**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHERETO, I have hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

END OF SECTION 01740

Revised 02/25/03

01740-1

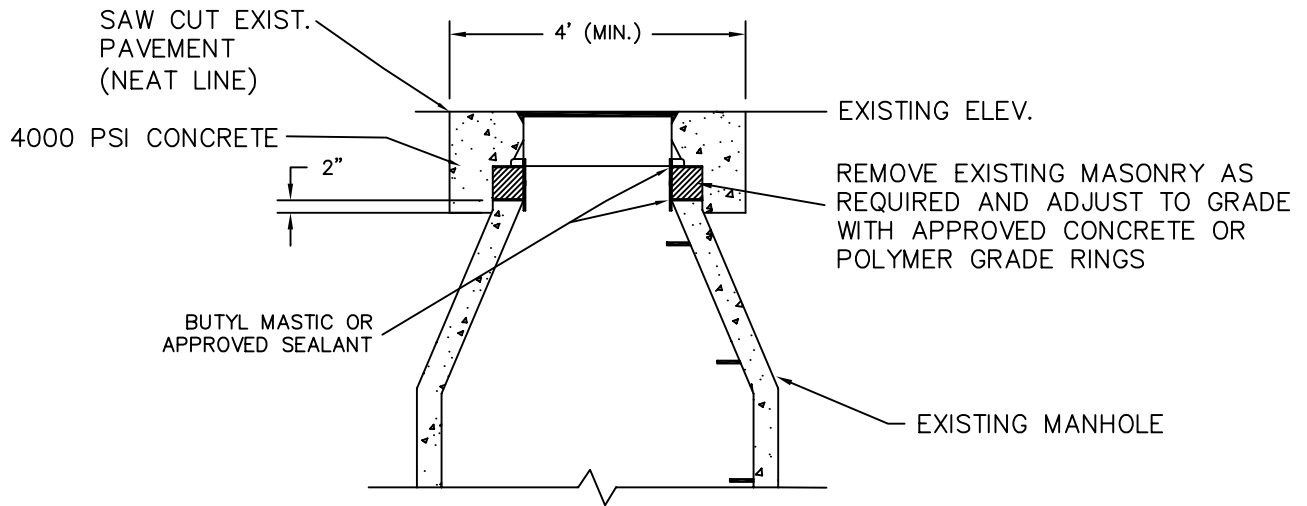
Guarantees and Warranties (HC Std.)



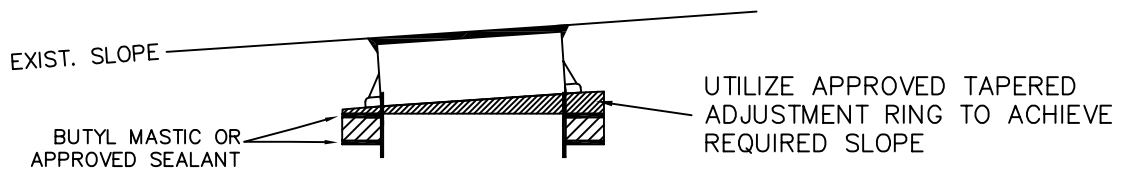
# **STANDARD DRAWINGS**



TYPICAL EXAMPLE PHOTOGRAPH OF A CAST IRON SEWER CLEAN-OUT BOX



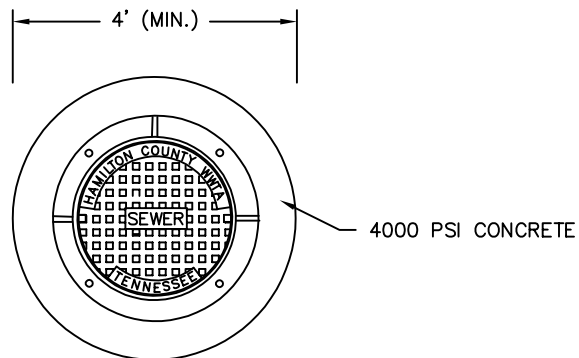
FRAME AND COVER  
AFTER PAVING



FRAME ON SLOPE

PLAN-FRAME AND COVER

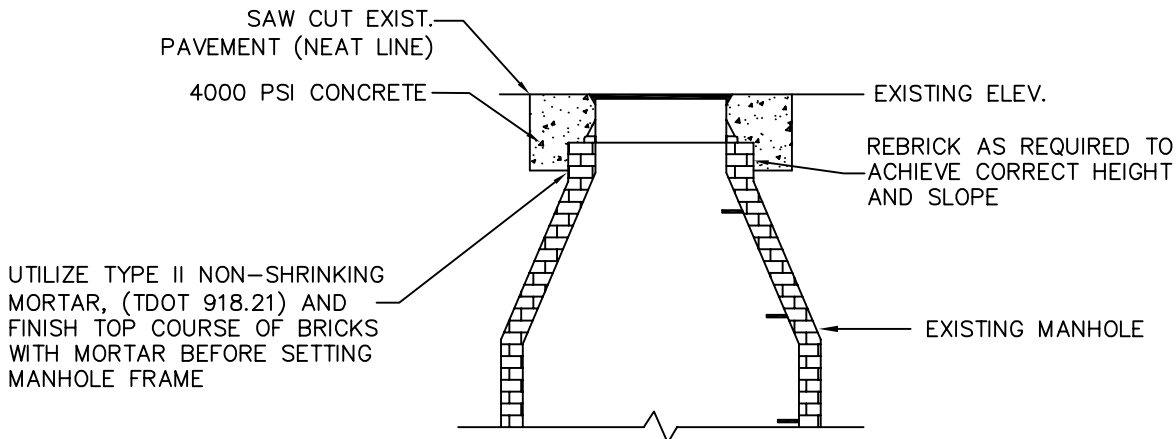
ACHESON FOUNDRY (STANDARD) A-2024-81H  
 ACHESON FOUNDRY (WATER-TIGHT)A-2624-71H  
 OR APPROVED EQUAL



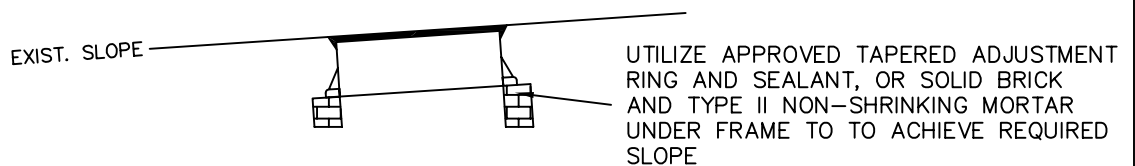
NOTES:

1. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THAT MORTAR AND CONSTRUCTION MATERIAL DOES NOT DROP INTO MANHOLE OR SEWER LINES
2. CONTRACTOR SHALL MAINTAIN TRAFFIC BARRIERS AND STEEL PLATES AROUND MANHOLE UNTIL CONCRETE CURES
3. THE COMBINED HEIGHT OF STACKED GRADE RINGS SHALL BE A MAXIMUM OF 12 INCHES. ADJUSTMENTS EXCEEDING A HEIGHT OF 12 INCHES REQUIRE THE USE OF A MANHOLE RISER SECTION.

STANDARD DETAIL FOR MANHOLE  
FINISHING AND RAISING  
FRAMES IN TRAFFIC AREAS



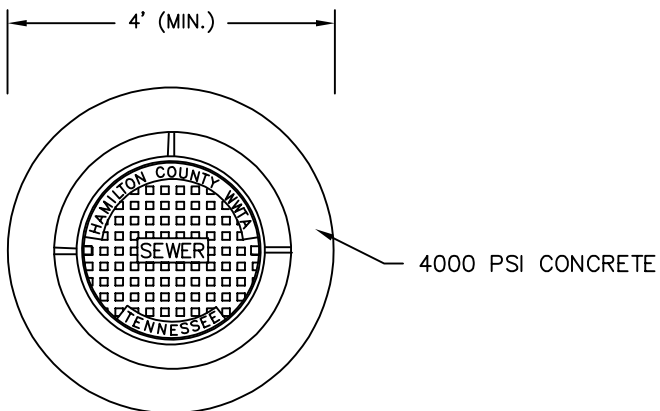
FRAME AND COVER  
AFTER PAVING



FRAME ON SLOPE

PLAN-FRAME AND COVER

ACHESON FOUNDRY (STANDARD) A-2024-81H  
 ACHESON FOUNDRY (WATER-TIGHT)A-2624-71H  
 OR APPROVED EQUAL

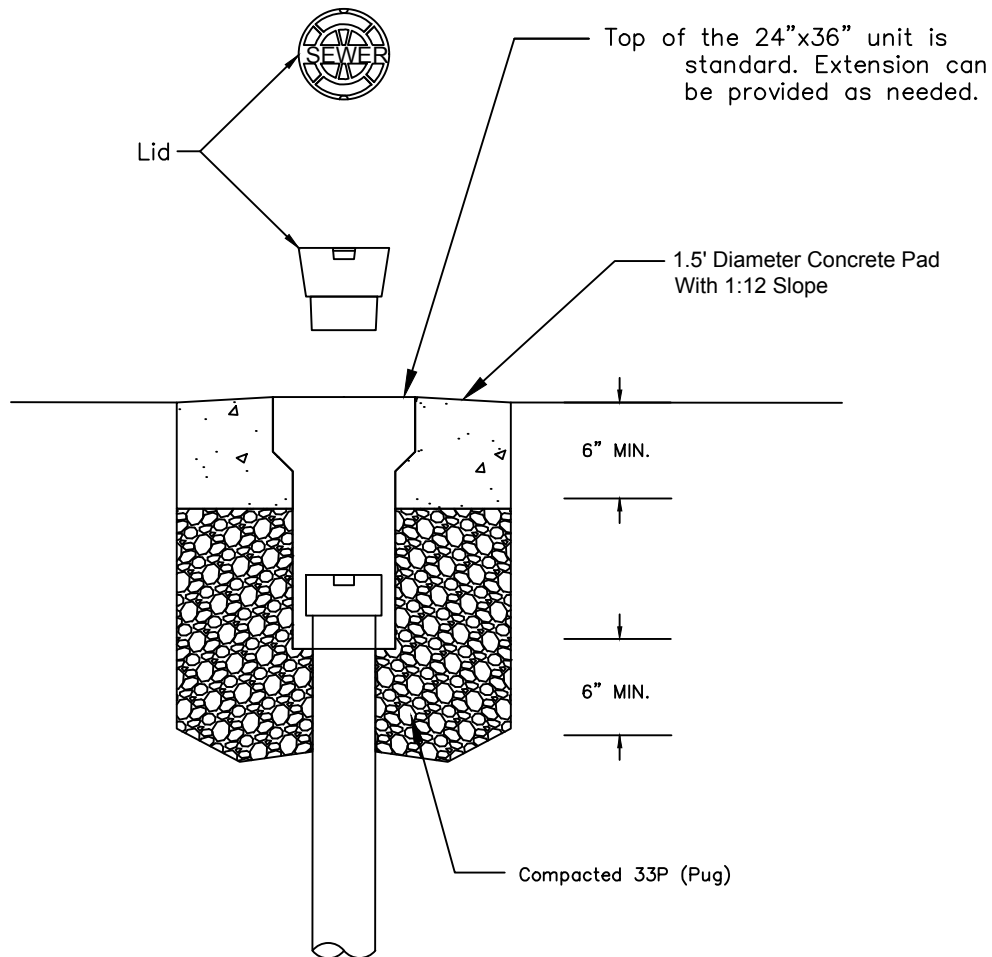


NOTES:

1. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THAT MORTAR AND OTHER CONSTRUCTION MATERIALS DO NOT DROP INTO MANHOLE OR SEWER LINES
2. CONTRACTOR SHALL MAINTAIN TRAFFIC BARRIERS AND STEEL PLATES AROUND MANHOLE UNTIL CONCRETE CURES

STANDARD DETAIL FOR RAISING MANHOLE  
FRAMES ON BRICK MANHOLES

HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY  
 SD-MH-8A



Note: This detail is used for cleanouts required at drives and roadways. If the cleanout can be shifted to avoid a driveway or roadway, it should be.

## CAST IRON TWO-PIECE ADJUSTABLE VALVE BOX (TYPICAL)

HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY  
SD-GEN-17