



One City Plaza, Suite B
P.O. BOX 1287
Cabot, Arkansas 72023
501 605 1740
501 605 1743 FAX

INVITATION TO BID (ITB)

Date: October 2, 2019

Cabot WaterWorks (CWW) is accepting Sealed Bids for the following services:

Furnish and Install Circular Clarifier Drives - Envirex Type H40ALT

Sealed, written responses to this invitation must be received at Cabot WaterWorks Administrative Office, at the address above no later than 11:45 a.m., October 18, 2019 for consideration. **THE SEALED ENVELOPE, INCLUDING EXPRESS ENVELOPES, MUST BE LABELED AS A SEALED BID AND SHOW ITEM OR BID NUMBER.**

Questions about the ITB should be directed to Tim Joyner, General Manager for Cabot WaterWorks.

Cabot Waterworks encourages the participation of small, minority, and woman owned business enterprises in the procurement of goods and services. Bidders must be prepared, if requested by Cabot Waterworks, to provide additional information within 10 business days so that Cabot Waterworks can determine Bidder's ability to meet requirements of this ITB. **Cabot Waterworks reserves the right to reject any or all bids** and to waive any formalities or minor exceptions.

Bids will be opened and the dollar amount read at the stated time and is open to the public. Bidders are welcome at the bid opening but their presence is not required. Bid tabulations and the bids will be available for public viewing and inspection after Cabot Waterworks has prepared such tabulation. A decision will not be made at the bid opening as to bid award. Cabot Waterworks staff will take bids under consideration. After evaluation, CWW staff will prepare a recommendation to present to the Cabot Water and Wastewater Commission for their consideration at an upcoming Commission meeting. Once the Commission approves the bid, Cabot Waterworks will issue a purchase order. Cabot Waterworks will not formally notify unsuccessful bidders.

This invitation does not constitute an order for the service/product named.

ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF THIS "INVITATION TO BID" (ITB) MUST BE RECEIVED BY CABOT WATERWORKS IN ORDER FOR YOU TO RECEIVE ADDENDUMS.

PLEASE COMPLETE BELOW AND RETURN TO CABOT WATERWORKS IMMEDIATELY UPON RECEIPT OF THIS PACKET.

Furnish and Install Circular Clarifier Drives - Envirex Type H40ALT

DATE RECEIVED: _____

RECIPIENT: _____ (NAME)

_____ (ADDRESS)

_____ (PHONE)

_____ (FAX)

_____ (EMAIL)

Printed Name

Signature

CABOT WATERWORKS - INVITATION TO BID (ITB) TERMS AND CONDITIONS OF BIDDING

1. DEFINITIONS:

Cabot Waterworks (CWW) hereinafter means Cabot Water & Wastewater Commission DBA "Cabot WaterWorks"

2. GOVERNING TERMS AND CONDITIONS

Bidder's quotation shall be submitted subject to Cabot Waterworks' TERMS AND CONDITIONS OF PURCHASE. Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted Cabot Waterworks' TERMS AND CONDITIONS OF PURCHASE unless Bidder has noted SPECIFIC EXCEPTION(S) thereto in Bidder's proposal. Any exceptions not acceptable to Cabot Waterworks shall be cause for rejection of the Bidder's proposal.

3. STATEMENT OF COMPLIANCE

Bidder shall review all attachments and instructions with care. Failure to make complete review of all attachments and notes will not be deemed just cause for claims or errors.

Any EXCEPTIONS to specifications, individual data sheets, drawings, terms and conditions or any other documents forming part of this ITB must be clearly defined and set forth in Bidder's response. To be considered for an award, the Bidder must certify to either A or B below. Include one of the following certifications in the quotation: (Form provided)

a. The bid is in exact accordance with the specifications, drawings, terms and conditions and other requirements of this ITB with NO EXCEPTIONS.

OR

b. Our bid is in exact accordance with the specifications, drawings, terms and conditions and other requirements of this ITB with the EXCEPTIONS listed below.

4. BID SUBMISSION REQUIREMENTS

- a. Bids shall be valid for a period of 90 Days after the bid opening date of this ITB.
- b. In order to be considered responsive the Bidder must submit the following properly executed forms listed below.
 - i. Bid Form
 - ii. Statement of Compliance
 - iii. Manufacturer Specifications of Equipment Bid.

5. PRICING

- a. Prices must be submitted on a firm, fixed price basis not subject to escalation.
- b. Unit prices are to be extended and a total price shown on all bids.
- c. If unit prices and extensions thereof do not coincide, Cabot Waterworks will assume the price most favorable to Cabot Waterworks to be the correct price. Bids not prepared properly may not be considered for evaluation.
- d. If Bidder wishes to quote lower unit prices for the award of groups of items, Bidder may do so as an alternate to Bidder's base bid.

- e. Bidder shall clearly state the proposed terms of payment, if different from Cabot Waterworks' preference.
- f. If applicable, Bidder is to include impact to pricing for quantity additions/deletions.

6. ALTERNATE BIDS

- a. The Bidder's base bid shall conform in all respects to applicable specifications, drawings, terms and conditions or any other documents forming part of this ITB and shall include all costs to bidder for supply of material and/or equipment as specified.
- b. At Bidders option, the Bidder may supplement the basic Quotation with an alternative Quotation providing the following conditions are met:
 - i. Significant process, price or delivery advantage is indicated or,
 - ii. A superior product is offered at a justifiably higher price, or a product of equal quality at a lower price.
 - iii. Alternative bids must state all deviations from the specifications. Alternative bids may or may not be considered by Cabot Waterworks.

7. TERMS OF PAYMENT

Cabot Waterworks' preferred terms of payment are Net 30 days. Discount terms will be accepted. Progress payments will be considered if tied to specific milestones.

8. BID AWARD AND PURCHASE ORDER

- a. Cabot Waterworks will award a bid based on the lowest responsive, responsible bid considering any other pertinent factors such as freight, delivery, transportation, etc., that might affect overall cost to CWW.
- b. Upon award of a bid, Cabot Waterworks will issue its purchase order to the successful bidder. This ITB and the Terms and Conditions of Purchase contained in this ITB will be considered a part of the purchase order. The purchase order shall be a binding agreement of Bidder and Cabot Waterworks upon Bidder signing and returning an acceptance copy of the purchase order without exception, or commencing performance of this purchase order, whichever occurs first.

9. CANCELLATION

In accordance with the Terms and Conditions of Purchase, Cabot Waterworks shall have the option to cancel this Purchase Order for convenience, in whole or in part, without cost or liability by giving written notice of such cancellation to Bidder.

10. CABOT WATERWORKS'S RIGHTS

Cabot Waterworks reserves the right to award the bid by item or groups of items or in total, and/or to award the bid in the manner most advantageous to the public. Cabot Waterworks reserves the right to, at its discretion, purchase additional units, within a reasonable time, at the bid price, upon concurrence of the bidder.

11. TAX INFORMATION

Bidder to show sales taxes (if not included in price) on bid form as part of bid.

12. DELIVERY

Delivery to be FOB Cabot, Arkansas, freight prepaid. Bidder to show freight charges (if not included in price) on bid form as part of bid. Freight cannot be added after the bid is opened. Earliest delivery time that can be accomplished should be shown as delivery time may be a factor in awarding bid.

13. INSPECTION

Cabot Waterworks will, upon delivery, if it has not done so before, inspect, test and evaluate the product for compliance with the ITB. Acceptance will not be recognized until Cabot Waterworks is satisfied that the product meets the requirements of the ITB.

14. PRODUCTS

- a. All products offered, unless otherwise specified, must be new and of the latest design and production. It must be complete, ready to use or operate with all the normal and usual features and capabilities.
- b. If an "equal" is bid relative to a named brand and model, Bidders proposing an "equal" must provide documentation to support that their product is "equal". Equality must be in design, size, appearance, capability, performance, endurance and lifetime.
- c. Cabot Waterworks shall consider the Bidder to have not completed his obligations until all literature (operators manual, instructions, service manuals, parts manuals, owner manual) that is normally provided with the product or has been asked for in the ITB has been received.

15. WARRANTIES

The manufacturer must warrant all materials and equipment to be free from defective parts and workmanship for a minimum of (12) twelve months from date unit is placed into service. A copy of the warranty policy outlining the terms and conditions shall be included in the bid and may be a consideration in determining the lowest responsible bidder and in awarding a bid or contract.

16. QUESTIONS AND CLARIFICATIONS

Any questions or requests for clarification concerning the bid or bid specifications may be made in person, by phone or in writing to Cabot Waterworks, Administrative Offices prior to 5 working days before the bid opening. Should the question(s) pose substantial issues, Cabot Waterworks may ask that they be submitted in writing. Any such inquiry that results in a change in the bid or the specifications, such change will be put in writing, time permitting, and provided to all those who have received the bid request. This procedure shall be followed in order to ensure competitive fairness by providing all prospective bidders with the same information. Bidders should rely on written information (as opposed to verbal information).

17. IDENTICAL BIDS

In the event of two or more identical low bids, the ITB may be re-bid or awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the bidders at the discretion of Cabot Waterworks.

18. AMBIGUITY IN BID

Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specifications, instructions and all conditions of bidding shall be construed in the

most favorable to Cabot Waterworks. An error in the extension of unit prices (unit price x quantity) may be corrected by Cabot Waterworks.

19. BID SPECIFICATIONS

- a. The specifications listed are to be interpreted as meaning the minimum acceptable by Cabot Waterworks.
- b. When used, except as might be noted, the use of any manufacturers or Bidders names, trade names, brand names, catalog numbers or other identifying references or descriptions are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive.
- c. Bids will be considered for any product which meets or exceeds the quality described by the specifications.

20. BIDDER INDEBTEDNESS

Acceptance by the successful bidder of an award from this bid request indicates that the successful bidder is in no way currently indebted to Cabot Waterworks or the City of Cabot or the State of Arkansas and is in compliance with any and all applicable laws and ordinances thereof. Indebtedness to any of the above may be basis for no award and/or cancellation of any award. The successful bidder may be required to obtain a City of Cabot business license.

21. INSURANCE

Insurance requirements of bidders, if any, will be shown on the Statement of Compliance. Certificates for those types of coverage checked in the left column must be provided; the bidder must indicate compliance by checking those coverage required and attaching their certificate.

22. PROTEST PROCEDURE

Protest of bidding procedures, specifications or bid/contract awards shall be made in accordance with the following procedures. Such protests may only be initiated by an authorized representative of a person, firm or corporation who has a direct economic interest in the particular procurement in question. Any protest must be filed with the General Manager at the address specified in the bid specifications. The protest must be in writing and describe in full detail the basis for the protest and the particular bid or quote in controversy within five (5) business days of Cabot WaterWorks' award decision. A protest may be delivered in person, by U.S. mail, facsimile or electronic means; provided, however that a facsimile or electronic filing shall be followed with documents bearing original signatures as soon as practical thereafter.

23. OTHER TERMS

Other terms or conditions prepared by bidder may or may not be considered by Cabot Waterworks in awarding the bid. Cabot Waterworks reserves the right to accept or reject any bidder's proposed terms and conditions or any part thereof. Cabot Waterworks further reserves the right to waive any minor irregularities in bids submitted.

24. PARTS AND SERVICE

Parts shall be available F.O.B. One City Plaza, Cabot, AR 72023 within 120 consecutive hours (5 calendar days) of need for same being expressed to the vendor. Repairs requiring vendor intervention (performed in vendor's facility) shall be completed within five (5) business days of delivery of unit to vendor's shop. In the event either of the aforementioned requirements

cannot be met, a loaner unit of comparable functional and working characteristics shall be provided (including pick-up and delivery) to CWW at no additional cost until the CWW unit can be returned to service.

25. DELIVERY

- a. Bidder shall provide a guaranteed delivery time on the bid form to be based on the date of any subsequent Purchase Order.
- b. In the event that bidder fails to comply with the delivery time stated in item (a) above, a loaner unit shall be provided for each unit not delivered within the required time frame. Loaner units must meet all other minimum requirements of these specifications.

STATEMENT OF COMPLIANCE

Bidder shall read all attachments and instructions carefully. Failure to completely become familiar with all attachments and notes will not be deemed just cause for claims or errors.

Any EXCEPTIONS to specifications, individual data sheets, drawings, terms and conditions or any other documents forming part of this Invitation to Bid must be clearly defined and set forth in Bidder's response on this form. To be considered for an award, the Bidder must certify to either A or B below and explain exceptions, if any, on this form (and attachments, if needed).

A. "Our bid is in exact accordance with the specifications, drawings, terms and conditions and other requirements of this Invitation to Bid with NO EXCEPTIONS."

*** OR ***

B. "Our bid is in exact accordance with the specifications, drawings terms and conditions and other requirements of this Invitation to Bid with the EXCEPTIONS listed below:" (List the number of or restate the specification excepted and in detail explain the exception. Add additional pages if necessary.)

Item Number	Description
	MARK EITHER A OR B ABOVE. IF B, SHOW HERE AND/OR ATTACH A SHEET DETAILING EXCEPTIONS

_____/_____
 Signature Bidder (Company, Individual etc) Date

AGREEMENT

THIS AGREEMENT entered into this ____ day of _____ by and between Cabot Waterworks, hereinafter referred to as "CWW" *and* _____, hereinafter referred to as "Contractor".

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

- 1 Contractor agrees to furnish all material, labor, machinery, equipment, expert superintendence, and means to Furnish and Install Circular Clarifier Drives - Envirex Type H40ALT in accordance with Clarifier Drive Manufacturer's recommendations, drawings, sketches, "General Specifications".
- 2 CWW agrees to pay Contractor for work performed hereunder at the rates and prices set forth on the attached Bid Form.
- 3 Contractor agrees that all work related to this project shall be substantially completed within **Thirty (30)** calendar days from the date of this agreement indicated above.
 - a) Cabot Waterworks' terms of payment is Net 30 days upon receipt of CWW approved invoice. Payments for each completed bore shall be in accordance with the unit or lump sum prices shown on the Bid Form and verified by CWW.
 - b) No separate payment will be made for those materials or work required to make a complete installation as shown on the Plans or indicated in these specifications, except as shown on the Bid Form. Materials and work not itemized on the Bid Form, but nonetheless required for a complete installation shall be considered subsidiary to the principle item of work and the cost thereof included in the bid price for the principle items.
- 4 Cabot Waterworks shall have the option to cancel this Agreement for convenience, in whole or in part, without cost or liability by giving written notice of such cancellation to Contractor. Final payments shall be based on that portion of the work satisfactorily performed to the date of cancellation.
- 5 Contractor agrees that he is an independent contractor and is not an agent of CWW and as such is solely responsible for the acts of his employees in the performance of the work hereunder.
- 6 Contractor agrees that all work performed for CWW shall comply with the following.
 - a) All Federal, State, and Municipal Laws and ordinances in effect at the date work is performed.
 - b) All Federal, State, and Municipal Safety Laws.
 - c) State Fire Marshall
 - d) National Electric Code (NEC)
 - e) Underwriters Laboratories (UL)
 - f) National Electric Safety Code (NESC)
 - g) National Electrical Manufacturer's Association (NEMA)
 - h) Institute of Electrical and Electronics Engineers (IEEE)
 - i) American National Standards Institute (ANSI)
 - j) American Society of Testing and Materials (ASTM)
 - k) American Waterworks Association (AWWA)
 - l) Occupational Safety and Health Act (OSHA), Specifically incorporated into this Agreement by reference;
 - i. **Hazard Communication, 29 CFR 1910.1200**
 - ii. **Confined Spaces, 29 CFR 1910.146**
 - iii. **Control of Hazardous Energy, 29 CFR 1910.147**
 - iv. **Fall Protection, 29 CFR 1926.500 Subpart M**
- 7 Contractor agrees to take necessary precautions for the safety of his/her employees and any sub-contractor performing work for CWW. Contractor agrees to furnish his/her employees with all required personal protective safety equipment. The Contractor shall inform, train and evaluate its employees as applicable to individual assignments as described below:
 - a) The applicable provisions of the site's Emergency Response Plan.
 - b) The Contractor shall advise CWW Representative of any unique hazards presented by the Contractor's work, or of any hazards found by the Contractor during his work.
 - c) It is the responsibility of the Contractor, where appropriate, to ensure its employees are suitably trained and qualified to enter **confined spaces**. Confined spaces include but are not limited to trenches, excavations and vaults that are large enough for an employee to enter but have limited means of entry and exit and potentially have a hazardous atmosphere due to toxic gases or lack of oxygen.
 - d) The Contractor shall instruct Contractor's employees, where appropriate, in the OSHA requirements for **Lockout/Tagout Procedures**. Lockout/Tagout is the controlling of hazardous energy by locking-out

energy sources and releasing any potential energy stored in equipment, machinery and pressurized vessels (i.e. **pressurized water, hydraulic and pneumatic piping**). The Contractor shall adhere to the OSHA procedures at all times. Prior to the commencement of the Lockout/Tagout work, the Contractor must notify and receive approval from CWW Representative. A copy of CWW Lockout/Tag-out procedures will be provided upon request.

- e) The Contractor is responsible for providing their employees with the appropriate **Personal Protective Equipment (PPE)** and the proper training in the use and maintenance of such equipment in accordance with OSHA regulations. Personal Protective Equipment shall include but not limited to; hand and foot protection, eye protection, hearing protection, hard hats, protective clothing.
 - f) Contractor is required to inform CWW Representative of any hazardous chemical that is brought on-site. The Contractor **shall provide Material Safety Data Sheets (MSDS)** and is responsible for reviewing with their employees the hazards associated with those chemicals.
 - g) **Labels** are required on all products and secondary containers so that those handling the contents will be able to understand the hazards of its use. Contractors shall advise its employees that a variety of labels may be found on the chemicals used in the facility. Examples of labels found on the products are National Fire Protection (NFPA) Labels, Department of Transportation (DOT) Labels and the Chemical Abstract Service (CAS) Number.
 - h) Contractors shall not attempt to clean up spills involving toxic or corrosive chemicals until CWW Representative has been notified of the incident and has authorized the Contractor to proceed with the clean-up and/or mitigation activities.
 - i) Contractor employees shall report any injuries to their Supervisor and CWW Representative immediately.
 - j) Contractors shall protect open manholes, catch basins, and open excavations with adequate barricades and warning signs.
 - k) Smoking and the use of tobacco in any form are not permitted at any time in any of CWW' enclosed buildings.
 - l) **OSHA regulations require use of Fall Protection devices when Contractor's personnel are working at heights greater than 6 feet.** Fall protection is also required when working at the top of an open excavation greater than 6 feet in depth.
 - m) All straight or extension ladders used on the site must be routinely inspected and maintained in safe working order and have feet on bottom rails.
 - n) **Scaffolding** shall conform to OSHA regulations.
 - o) **OSHA regulations 29CFR 1926.652:** Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with paragraph (b) or (c) of this 29 CFR 1926.652 except when:
 - Excavations are made entirely in stable rock; or
 - Excavations are less than 5 feet (1.52 m) in depth and examination of the ground by a competent person provides no indication of a potential cave-in.
 - p) Work is to be as neat and clean at the end of the day as reasonably possible.
- 8 Contractor agrees to submit to CWW a copy of Contractor's OSHA 300 log upon execution of this Agreement.
- 9 Contractor agrees that he/she is an independent contractor and is not an agent of CWW and as such is solely responsible for the acts of his/her employees in the performance of the work hereunder.
- 10 Contractor shall guarantee all work performed under this contract for a period of one year from the date of completion and acceptance by CWW.
- a) Any defective portions of such work which is under the Contractor's jurisdiction, whether materials or workmanship, shall be replaced by Contractor at no cost to CWW during the term of the guarantee
- 11 This Agreement shall be binding and valid between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and date first shown above.

Cabot WaterWorks

BY: _____
ITS: General Manager

ATTEST:

CONTRACTOR

Signature: _____ Date: _____

Company: _____ Tax ID: _____

Title: _____ Arkansas Contractor License: _____

Address: _____

Phone (Business Office and Cell): _____

Business Email _____

GENERAL SPECIFICATIONS

1. Qualifications of Contractors

- 1.1. Contractor shall submit a list of projects and the names and addresses for who work was performed to show that he has satisfactory experience installing circular clarifier drives.
- 1.2. Contractor shall list available equipment and supervisory personnel for proper prosecution of the proposed work.
- 1.3. Contractor shall furnish the names and qualifications of a general superintendent whose responsibility it shall be to oversee all work performed by contractor for CWW.
- 1.4. CWW reserves the right to reject any and all bids when such rejection is in the interest of CWW; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of Cabot WaterWorks, in a position to perform this contract.
- 1.5. Any bid which fails to include any of the information required under "Qualification of Contractors", Paragraph 1.1 to 1.4 inclusive will be rejected.

2. Bid Award and Agreement

- 2.1. Cabot Waterworks will award a bid based on the lowest responsive, responsible bid considering any other pertinent factors that might affect overall cost to CWW.
- 2.2. Cabot Waterworks will issue a Notice of Award to the successful bidder. The successful bidder will have 10 calendar days upon receipt of the Notice of Award to return the executed Agreement with Performance and Payment Bonds in penal sums equal to the contract price, conditioned upon the performance by the contractor and upon prompt payment by the contractor to all persons supplying labor and materials on the project.
 - 2.2.1. **Performance and payment bonds** each in an amount equal to the Contract Price. These bonds shall remain in effect until one year after final accepted completion by CWW of this project.
 - 2.2.2. Performance and Payment Bonds shall be from an 'A' rated, Corporate Surety Company duly authorized to do business in the State of Arkansas.
- 2.3. If the Bidder fails to execute the Agreement and submit required bonds, the Bidder may be considered in default, in which case the Bid Bond accompanying the bid will become property of CWW.

3. Insurance

- 3.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor and CWW from claims which may arise out of or result from the Contractor's operations under this Contract, or by anyone for whose acts any of the may be liable. Such insurance shall be written for not less than the coverage and any limits of liability specified below, or as required by law, whichever is greater. By requiring insurance specified herein, CWW does not represent that such coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities or warranties granted to CWW in this Contract/Agreement.
- 3.2. Certificates of Insurance acceptable to CWW shall state that they are Primary Insurance and shall be filed with CWW prior to the commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least sixty (60) days prior written notice has been given to CWW, except ten (10) days notice for non-payment of premium. CWW shall be named as an additional insured on all policies except workers' compensation.

- 3.3. The Contractor shall furnish CWW with notice of all claims it receives and shall keep CWW informed as to the status of each claim.
- 3.4. The Contractor shall agree to indemnify, hold harmless and defend CWW from and against any and all liability for loss, damage or expense which CWW may suffer or for which CWW may be held liable by reason of injury (including death) to any person or damage to any property arising out of or in any manner connected with the work under this contract whether or not due in whole or in part to any act, omission or negligence of CWW or any of its representatives or employees together with any and all attorneys' fees incurred by CWW on account thereof.

COVERAGE

LIMIT

Worker's Compensation:

- | | |
|--|-----------------------------------|
| (a) State: | Statutory |
| (b) Applicable Federal (e.g., Longshoremen's): | Statutory |
| (c) Employer's Liability: | <u>\$500,000, Each Occurrence</u> |

Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage; Blanket Contractual Liability, Personal Injury with Employment Exclusion deleted):

- | | |
|--|--|
| (a) Bodily Injury and Property Damage: | <u>\$2,000,000 Combined Single Limit</u> |
|--|--|
- Products and Completed Operations to be maintained for two (2) years after final payment.

Property Damage Liability Insurance shall provide X, C and U coverage as applicable. These are standard exclusions for explosion, collapse blasting and underground perils.

Comprehensive Automobile Liability:

- | | |
|------------------------------------|--|
| Bodily Injury and Property Damage: | <u>\$2,000,000 Combined Single Limit</u> |
|------------------------------------|--|

Umbrella Excess Liability:

\$1,000,000 over primary insurance

4. Definitions of terms

- 4.1. Whenever used in these specifications or the contract document the following terms shall have meanings as follows:
- 4.1.1. CWW: Cabot WaterWorks
- 4.1.2. Engineer: CWW' authorized Engineer, either acting directly or through field engineers or inspectors, such field engineers or inspectors acting within the scope of the particular duties assigned to them.
- 4.1.3. Contractor: Person, Firm or corporation executing the contract with CWW for the performance of the work hereunder.
- 4.1.4. Superintendent or Foreman: Representative of Contractor, authorized to receive and fulfill instructions from Engineer.
- 4.1.5. Contract: The contract consists of the instructions to Contractors, the proposal, the contract agreement, the specifications, plans, supplemental specifications and other supplemental agreements all as required for the full execution and satisfactory completion of the work.
- 4.1.6. Plans: The approved maps, standard drawings, supplemental drawings and sketches which show the location, character, dimensions and details of the work to be done. Contractor will be supplied with copies of the plans and specifications. Any alterations affecting the requirements and information given in the plans and specifications shall be authorized in writing.

- 4.1.7. Specifications: The directions, provisions and requirements contained herein and referred to herein pertaining to the work.
- 4.1.8. Supplemental Specifications: Specific instructions setting forth conditions or requirements peculiar to the project under consideration not completely covered by the specifications.
- 4.1.9. Supplemental Agreements: The written agreements executed by Contractor and CWW covering alterations in the contract, unforeseen work and materials incident and necessary to the project.
- 4.1.10. The Work: All work specified herein and as indicated on the various plans as may be furnished to Contractor from time to time.
- 4.1.11. Title: The title to all work completed and in the course of construction at the site and of all materials furnished by CWW, irrespective of the location thereof as between CWW and Contractor or subcontractors, shall be CWW.
- 4.1.12. Authority of Engineer: The Engineer shall decide any and all questions which may arise as to the quality and acceptability of work performed and the rate of progress of the work and shall decide all questions that may arise as to the interpretation of the plans and specifications and all questions as to the acceptable fulfillment of the terms of the contract.
- 4.1.13. Assistants: The Engineer may appoint such assistants as he desires. They shall have the authority to give instructions pertaining to the work, to approve or reject work, to make measurements of quantities, to keep records of cost, and otherwise represent the Engineer. The assistants shall not be authorized to revoke, alter, enlarge, relax or release any requirement of the contract agreement, plans and specifications nor shall they act as foreman for the Contractor.

5. General:

- 5.1. Contractor agrees to enter into contract with CWW to perform work hereunder within 3 days after notification of acceptance of bid by CWW. Copy of form of agreement is attached hereto for Contractor's reference.
- 5.2. Scope of work consists of removal of existing Clarifier Drives and installation of new drives to be furnished by contractor.
- 5.3. The intent of the plans and specifications is to describe a complete project which contractor shall undertake to do in full compliance with the contract agreement, plans and specifications. The plans and specifications are intended to be complementary to each other in that anything shown on the plans and not described in the specifications, or vice versa, shall be considered as if shown on the plans and described in the specifications.
- 5.4. Contractor is an "Independent Contractor" and has full power and authority to select the means, methods, and manner of performing the work, subject to strict compliance with requirements of local authorities, being responsible to CWW for all materials delivered and for the results herein contracted for, and, upon completion of the contract, the work shall be delivered complete and undamaged in accordance with the specifications and plans.
- 5.5. Contractor shall not be permitted to sublet, sell or assign this contract or sublet any of the work to be performed hereunder without the written consent of CWW and any such assignment or subletting of any such work without said consent shall be null and void and without force and effect. CWW shall have the right to assign in whole or in part its rights hereunder.

- 5.6. Contractor shall prosecute the construction of said work with due diligence and at such a rate and in such manner as in the opinion of the Engineer is necessary for completion within a reasonable time, provided that, after commencement of said construction work by Contractor, said Contractor is delayed CWW, the completion date of said project shall be extended to the extent that the Contractor is delayed in carrying on said work by reason of such failure on the part of CWW. Contractor shall not open up work to the prejudice of work already started and shall arrange its work and dispose of materials so as to insure the least possible interference and inconvenience to the land owners on or beside whose property the work is being constructed or to the public where the work lies in or near a public thoroughfare. Contractor shall employ such number of construction crews as are reasonably necessary to construct said works within the allotted time, provided CWW may require the employment of an additional crew or crews, if in its judgment it is necessary, in order to complete said work within the time required.
- 5.7. Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work performed is in accordance with the requirements and intent of the contract agreement, plans, and specifications. If the Engineer requests it, Contractor at any time before acceptance of the work by CWW, shall remove or uncover such portions of the finished work as may be directed. After examination, Contractor shall restore said portions of the work to the standards required by the Specifications. Should the work thus exposed or examined prove to be in accordance with the Specifications, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for by CWW, but should the work so exposed or examined prove to be not in accordance with the Specifications, the uncovering or removing and the replacing of the covering or the making good of the parts removed, shall be at Contractor's expense. Should any work be performed without giving notice of plan of work and opportunity of inspection by the Engineer or his representative, the Engineer may require Contractor to uncover such work at his own expense for examination by the Engineer. Cost of uncovering such work shall be borne by the Contractor, whether or not the work is found acceptable. The work shall also be subject to inspection by other appropriate governmental inspectors at all times.
- 5.8. Contractor at all times shall have a Superintendent as its agent of the work. Such Superintendent shall have full authority to execute the orders, or directions, of the Engineer without delay; shall apply promptly such materials, tools, equipment and labor as may be required; same shall be furnished irrespective of the amount of work sublet; and shall not be removed from the work, or replaced, without written permission by the Engineer.
- 5.9. Except in instances where common labor may be utilized, Contractor shall employ only competent, experienced, and skilled workman to do the work, and all work shall be performed and completed in good, careful, and workmanlike manner and to the satisfaction of CWW. CWW shall have the right at all times to require the removal of any superintendent, foreman or workman for performing inferior work.
- 5.10. The methods, equipment and appliances shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress as submitted under provisions herein above. Contractor shall maintain all equipment in good repair to insure efficient performance of the work required. The Engineer shall have the right to require the removal and/or replacement of any equipment which he deems incapable of satisfactory performance.
- 5.11. Invoices for work performed will be submitted to CWW only after satisfactory completion and acceptance of the work by Engineer.

5.12. Contractor shall be responsible for any damage to CWW' equipment and facilities resulting from Contractor's negligence.

5.13. Contractor shall be responsible for any damage to any public and/or privately owned facilities resulting from work being performed under this agreement, this includes city and state roads, sidewalks, driveways, fences, lawns and private property vegetation.

5.14. CWW reserves the right to reject any and all bids when such rejection is in the interest of CWW; to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a Contractor who is not, in the opinion of CWW, in a position to perform this contract.

6. Performance of Work

6.1. Work will not be performed on Saturdays, Sundays or legal holidays, except by written permission of an official of CWW.

6.2. Contractor shall furnish all supervision, labor, tools, equipment, materials, water, power and temporary construction necessary for performance of the work.

6.3. All materials and appurtenances shall conform to and are to be installed and tested in accordance with Clarifier Drive - Manufacturers recommendations unless specifically provided otherwise by the Engineer in writing.

6.4. All materials are subject to approval by the Engineer as to quality and suitability for the construction to be performed.

6.5. Contractor, at his expense, shall provide suitable storage for all materials as required by the manufacturer.

6.6. Contractor shall clean and prepare materials for installation in accordance with Manufacturer's recommendations.

6.7. All work is to be performed with diligence in a workmanlike manner according to best practices so as to produce a completed job of a quality commensurate with prevailing standards of the waterworks industry and CWW particularly.

6.8. Contractor shall supply, as required by CWW, daily quantity sheets on which will be listed the various quantities of work performed each day for each job. Said quantity sheets shall be approved daily by Engineer or his representative. A copy of said quantity sheet shall be submitted, as applicable, with Contractor's invoice.

6.9. Contractor shall secure and provide, at his expense, any special permits, including blasting permits and bonds, material storage permits; waste material disposal sites; and all other permits and licenses necessary for construction of the facilities within the scope of this project.

6.10. Contractor shall be responsible for cost of inspectors and inspection fees as stated in Paragraph 6.9 for such time, as work shall be delayed unreasonably by act of negligence of the contractor.

7. Governmental Requirements

7.1. Contractor shall obtain at his expense all safety permits necessary for construction purposes as required by appropriate State and County laws and Township and Municipal ordinances where applicable.

7.2. Contractor shall be responsible, at his expense, for compliance with all applicable Federal, State and/or local codes, regulations, requirements pertaining to construction of the proposed facilities, including those

for safety, sanitary purposes, pollution prevention, maintenance of traffic, removal and disposal of materials, trash, rubbish and debris.

8. Guarantee

- 8.1. Contractor shall guarantee all materials and equipment to be free from defective parts and workmanship for a minimum of (12) twelve months from date unit is placed into service.
- 8.2. **Any defective portions of such work which is under the Contractor's jurisdiction, whether materials or workmanship, shall be replaced by Contractor at no cost to CWW during the term of the guarantee.**

9. RESTORATION AND CLEAN-UP

- 9.1. Restoration and clean-up of all work performed in roadways, either within or outside paved areas, shall be performed in strict accordance with specifications of the regulating local authorities and governmental agencies.
- 9.2. Guarantee as set forth in these specifications shall apply hereunder also.
- 9.3. Contractor shall provide all equipment, materials and labor to restore areas disturbed by construction to their original condition or better, as nearby as is possible in accordance with good engineering and construction practices.
- 9.4. Promptly upon completion of work and at his expense, Contractor shall remove from the site, tools, equipment, and surplus materials. All waste and debris shall be disposed in accordance with Federal, State and local regulatory agencies having jurisdiction of same.
- 9.5. **No work will be accepted as complete until RESTORATION AND CLEAN-UP is completed as required.**

10. INFORMATION FOR CONTRACTORS

- 10.1. Contractor acknowledges that contractor has reviewed the plans, drawings, sketches and specifications for the proposed work; has viewed the construction site in the field; has discussed the proposed work with CWW and is, therefore, familiar with the desires and requirements of CWW, Local Authorities and Governmental Agencies.
- 10.2. Contractor acknowledges that quoted price for the work as shown below includes all costs of successful conclusion of the work, including labor, materials, permits, bonds, insurance overheads and other incidental expenses, except those costs of which CWW has herein stated specific responsibility. Such contractor costs are to include excavating, installation, proper backfill and compaction as required, pavement restoration, site restorations, seeding and all other pertinent and incidental cost.
- 10.3. Submit equipment manufacturers installation documentation and specifications for all equipment proposed.



Cabot WaterWorks - Bid Form

Furnish and Install Circular Clarifier Drives					Bid Amount	
Item #	Estimated Quantity	Units	Location, Description and Specification	Clarifier Diameter	Unit Price	Total Cost
1	2	Ea	Envirex H40ALT Circular Clarifier Drives	115'	\$ -	
2	2	Ea	Contract Services to Install New Drive		\$ -	
<i>This bid does not constitute an order for the service or product.</i>					Total Cost	

Provide Proposed Start and Completion Dates:

(Cabot Waterworks anticipates issuing a Notice of Award on October 25, 2019)

Business Name:

Business Address:

Signature:

Printed:

Phone (Business Office and Cell):

Email:

WORK THIS DRAWING WITH IAS-81657 (NUT FASTENERS)
603-81657 (MERIC FASTENERS)

DESIGNER	DATE	TITLE
ELB	6/20/95	HADA DRIVE ASSEMBLY
CHECKER	DATE	
MANAGER	DATE	
UNUSER	DATE	
POD	DATE	
FILE	DATE	
SCALE	1:1	

SIEMENS
Water Technologies
282-247-0141
400Z/400J 803-81659

REVISION	DATE	DESCRIPTION
1	10/27/00	ADDED REC PLATFORM HOLES
2	1/8/97	REWORK IN CAD
3	4/27/97	COVERED TO AUTOCAD & SIEMENS BORDER
4	5/20/93	

INTEL REF: 803-81653
SIP: 1-1020-243501

DESIGNER	DATE	TITLE
ELB	6/20/95	HADA DRIVE ASSEMBLY
CHECKER	DATE	
MANAGER	DATE	
UNUSER	DATE	
POD	DATE	
FILE	DATE	
SCALE	1:1	

Water Technologies
282-247-0141
400Z/400J 803-81659

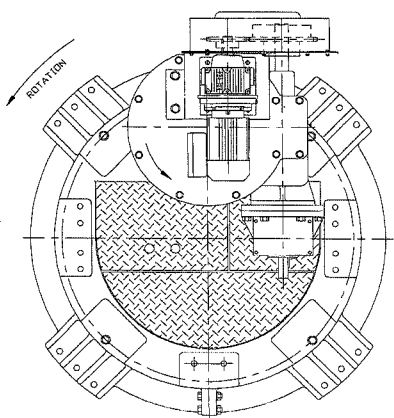


FIGURE II
COUNTER-CLOCKWISE ROTATION

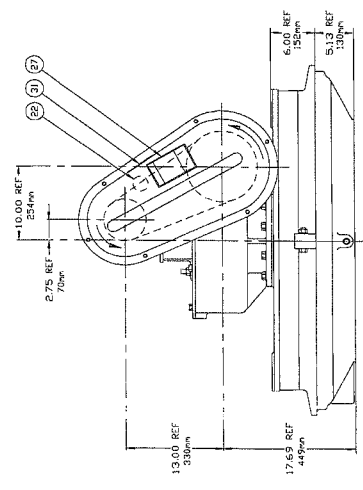


FIGURE I
CLOCKWISE ROTATION

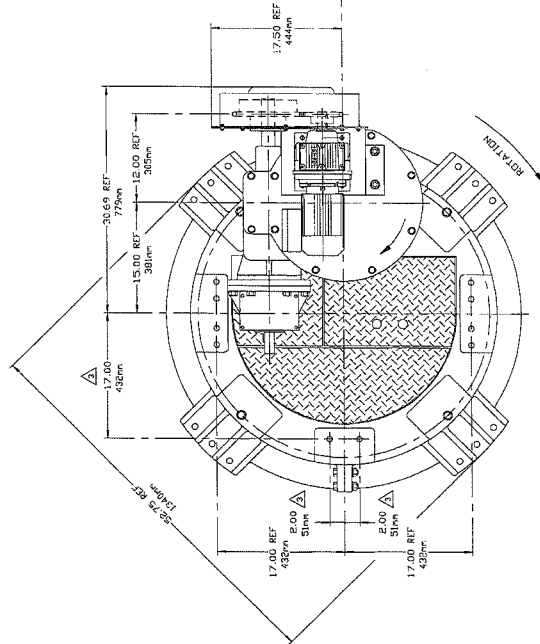


FIGURE I
CLOCKWISE ROTATION

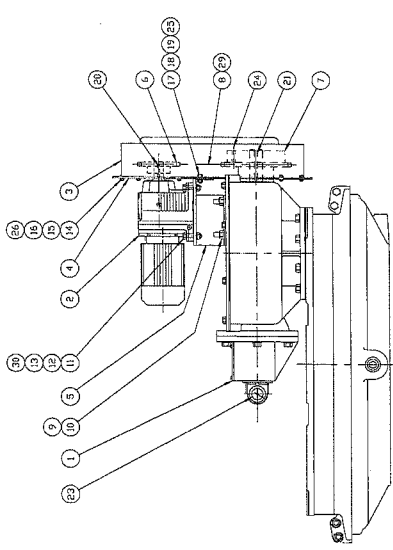
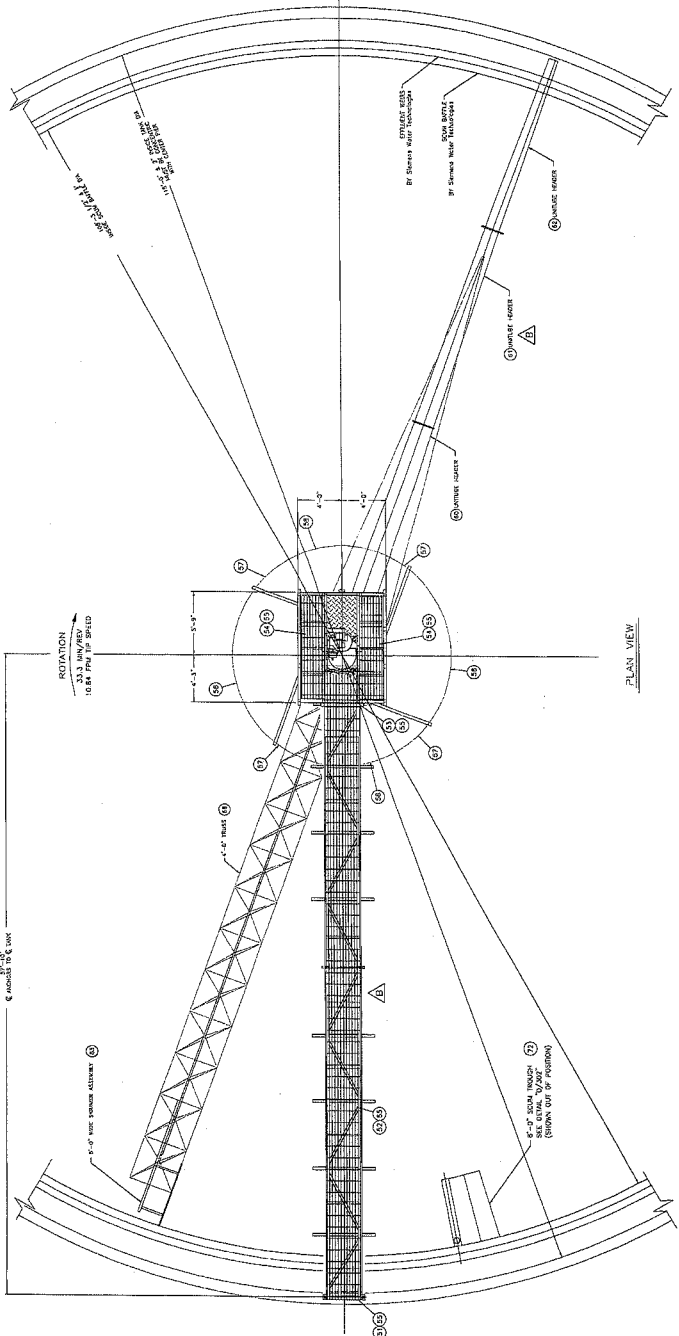
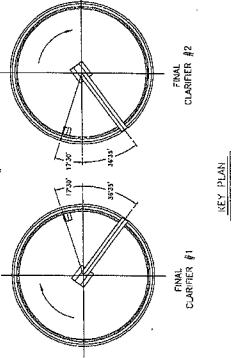
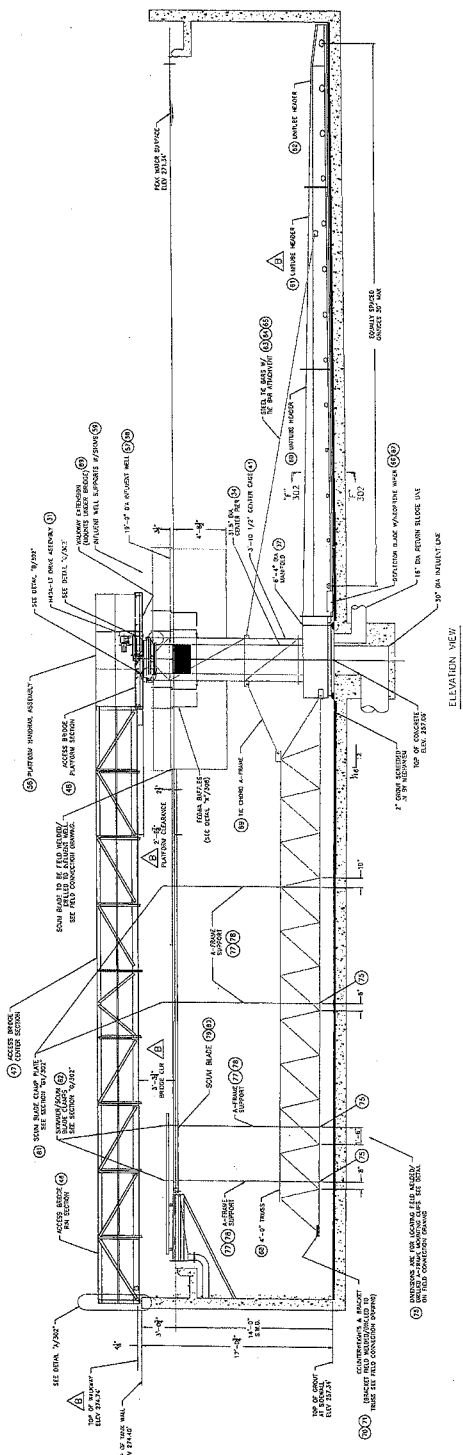


FIGURE I
CLOCKWISE ROTATION



PLAN VIEW



DESIGN DATA (FOR ONE TANK)

	EFFLUENT FLOW (MGD)	RETURN SLUDGE FLOW (MGD)	MIXED LIQUOR FLOW (MGD)	HEADLOSS (FT)	VELOCITY (FPS)	UNITUBE HEADER	MANFOLD DISCHARGE (FT)
MINIMUM	1.500	0.900	2.400	1.189	2.672	Ø MAX	1.000
AVERAGE (DESIGN)	3.000	1.800	4.500	2.350	5.343	Ø MAX	2.000
MAXIMUM	4.500	2.700	6.750	3.525	8.014	Ø MAX	3.000
HYDRAULIC PEAK	8.200	3.000	11.200				

SIEMENS
Water Technologies
BURNS & MCDONNELL

NO.	DATE	DESCRIPTION	BY	CHKD	APPD	ENR
1	10/7/06	DESIGNER	RBH			
2	10/7/06	CHECKER	RBH			
3	10/7/06	EXCUTER	ML			
4	10/7/06	OWNER				
5		FEEDBACK				

GENERAL ARRANGEMENT PLAN & ELEVATION
(2) 115'-0" DIA., 140A-LT TOW-BRD CLARIFIERS
CITY OF CABOT - CABOT, AR
BURNS & MCDONNELL

SCALE: 3/8"=1'-0"
PROJECT: 42249
SHEET: 1 OF 1

NO. 03 PLAS, SEC. 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 093, 094, 095, 096, 097, 098, 099, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 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