



One City Plaza, Suite B
P.O. BOX 1287
CABOT, ARKANSAS 72023
501 605 1740
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INVITATION TO BID (ITB)

Date: August 28, 2020

Cabot WaterWorks (CWW) is accepting Sealed Bids for the following Services.

Apply Epoxy Liner on Interior Surfaces of 16 Sanitary Sewer Manholes along KERR Station Rd Gravity Sewer

Sealed, written responses to this invitation must be received at Cabot WaterWorks Administrative Office, at the address above no later than 11:00 a.m. September 18th, 2020 for consideration. THE SEALED ENVELOPE, INCLUDING EXPRESS ENVELOPES, MUST BE LABELED AS A SEALED BID AND SHOW ITEM OR BID NUMBER.

Questions and Site Visits should be directed to Tim Joyner, General Manager.

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 after the bid opening. 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 Notice of Award. 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.

Services requested in Invitation to Bid:

Apply Epoxy Liner on Interior Surfaces of 16 Sanitary Sewer Manholes along KERR Station Rd Gravity Sewer

DATE RECEIVED: _____

RECIPIENT: _____(NAME)
_____ (ADDRESS)

_____ (Phone)
_____ (Fax)
_____ (Email)

Printed Name Signature

CABOT WATERWORKS - INVITATION TO BID (ITB)

TERMS AND CONDITIONS OF BIDDING

1.0 DEFINITIONS

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

2.0 BID SUBMISSION REQUIREMENTS

Bids shall be valid for a period of sixty (60) days after the bid opening date of this ITB.

In order to be considered responsive the Bidder must submit the following properly executed forms listed below.

- Bid Form
- Bidder shall furnish a Bid Bond or Certified Check for 5% of total Bid amount

3.0 PRICING

Prices must be submitted on a firm, fixed price basis not subject to escalation. Unit prices are to be extended and a total price shown on all bids. 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.

- Bidder shall include impact to pricing for quantity additions/deletions.

4.0 TERMS OF PAYMENT

Cabot Waterworks' terms of payment are Net 30 days upon receipt of an invoice for completed work.

5.0 BID AWARD

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.

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.

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.

6.0 CANCELLATION

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

7.0 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.

8.0 TAX INFORMATION

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

9.0 INSPECTION

Cabot Waterworks will inspect all work for compliance with Specifications in this document. Acceptance will not be recognized until Cabot Waterworks is satisfied that the work meets Specifications.

10.0 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 Off 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).

11.0 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.

12.0 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.

13.0 BID SPECIFICATIONS

The specifications listed are to be interpreted as meaning the minimum acceptable by Cabot Waterworks.

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.

14.0 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.

15.0 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.

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 *Apply Epoxy Liner on Interior Surfaces of 16 Sanitary Sewer Manholes on KERR Station Rd. Gravity Sewer, Cabot, Arkansas* in accordance with drawings, sketches, "General Specifications" and "Specifications For Sanitary Sewer Manhole Epoxy Liner", as prepared by CWW which is attached hereto and made a part hereof.
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 work item 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) Insulated Cable Engineers Association (ICEA)
 - j) American National Standards Institute (ANSI)
 - k) American Society of Testing and Materials (ASTM)
 - l) American Waterworks Association (AWWA)
 - m) Arkansas State Plumbing Code
 - n) Occupational Safety and Health Act (OSHA), Specifically incorporated into this Agreement by reference;
 - i. **Excavation and Trench Safety, 29 CFR 1926.650 Subpart P**
 - ii. **Hazard Communication, 29 CFR 1910.1200**
 - iii. **Confined Spaces, 29 CFR 1910.146**
 - iv. **Control of Hazardous Energy, 29 CFR 1910.147**
 - v. **Bloodborne Pathogens, 29 CFR 1910.1030**
 - vi. **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) The Contractor shall advise its employees that binders containing **MSDS's** for all hazardous substances used at CWW Treatment facilities are available at each facility. Anyone who wishes to review these should ask CWW Representative.
 - h) **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.
 - i) The Contractor shall advise its employees that a written Hazard Communication Program is located at CWW Treatment facilities. Anyone who wishes to review this document should ask CWW Representative.
 - j) 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.
 - k) Contractor employees shall report any injuries to their Supervisor and CWW Representative immediately.
 - l) Contractors shall protect open manholes, catch basins, and open excavations with adequate barricades and warning signs.
 - m) Smoking and the use of tobacco in any form are not permitted at any time in any of CWW' enclosed buildings.
 - n) **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.
 - o) 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.
 - p) **Scaffolding** shall conform to OSHA regulations.
 - q) **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.
 - r) 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

ATTEST:

BY: _____
ITS: General Manager

CONTRACTOR

Signature: _____ Date: _____

Company: _____ Tax ID: _____

Title: _____ Arkansas Contractor License: _____

Address: _____

Phone (Business Office and Cell): _____

Business Email _____

GENERAL SPECIFICATIONS

1. Qualifications of Contractors

- A. See "Specifications For Sanitary Sewer Manhole Epoxy Liner", Section 1.2 SUBMITTALS.
- B. 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.
- C. Any bid which fails to include any of the information required under this section will be rejected.

2. Bid Award and Agreement

- A. 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.
- B. Cabot Waterworks will issue a Notice of Award to the successful bidder. The successful bidder will have 7 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.
 - i. **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.
 - ii. Performance and Payment Bonds shall be from an 'A' rated, Corporate Surety Company duly authorized to do business in the State of Arkansas.
- C. 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

- A. 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.
- B. 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.
- C. The Contractor shall furnish CWW with notice of all claims it receives and shall keep CWW informed as to the status of each claim.
- D. 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.

<u>COVERAGE</u>	<u>LIMIT</u>
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 <u>two (2)</u> 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:	<u>\$1,000,000</u> over primary insurance

4. Definitions of terms

A. Whenever used in these specifications or the contract document the following terms shall have meanings as follows:

- i. CWW: Cabot WaterWorks
- ii. 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.
- iii. Contractor: Person, Firm or corporation executing the contract with CWW for the performance of the work hereunder.
- iv. Superintendent or Foreman: Representative of Contractor, authorized to receive and fulfill instructions from Engineer.
- v. 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.
- vi. 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.
- vii. Specifications: The directions, provisions and requirements contained herein and referred to here in pertaining to the work.
- viii. Supplemental Specifications: Specific instructions setting forth conditions or requirements peculiar to the project under consideration not completely covered by the specifications.
- ix. 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.

- x. The Work: All work specified herein and as indicated on the various plans as may be furnished to Contractor from time to time.
- xi. 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.
- xii. 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.
- xiii. 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.
- xiv. Undeveloped Areas: New subdivisions and private or public rights-of-way where other utilities facilities are not present and where traffic maintenance is not major concern.
- xv. Developed Areas: Old subdivisions and other developed areas along private or public rights-of-way where other utilities' facilities are present and cross the path of CWW' proposed pipeline route and where traffic maintenance is of major concern.

5. General:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Invoices for work performed will be submitted to CWW only after satisfactory completion and acceptance of the work by Engineer.
- K. Contractor shall be responsible for any damage to CWW' equipment and facilities resulting from Contractor's negligence.
- L. 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.

M. Contractor shall be responsible for determining exact locations of all other utilities.

N. 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

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

B. Contractor agrees to perform work in the sequence or priority determined by CWW.

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

D. All materials and appurtenances shall conform to, and are to be installed and tested in accordance with “Cabot WaterWorks Standard Construction Specification for Water and Wastewater Facilities” unless specifically provided otherwise by the Engineer in writing.

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

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

G. Contractor shall clean and prepare materials for installation in accordance with CWW Specifications and in accordance with Manufacturer’s requirements.

H. 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.

I. 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.

J. CWW shall secure and provide rights-of-way, highway permits and such other permits and licenses within its jurisdiction and pertaining to occupancy and use of the facilities to be constructed.

K. Contractor shall secure and provide, at his expense, any special permits, including blasting permits and bonds, construction access and rights-of-way; 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.

L. CWW shall be responsible for cost of inspectors required by or in conjunction with permits and licenses acquired by it as indicated in Paragraph 6.10 above, as shall be reasonably required.

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

7. Governmental Requirements

A. CWW shall apply for and obtain all rights-of-way and franchise as required at its expense.

B. 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.

- C. 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 excavated material unsuitable for backfill and replacement with suitable backfill material, disposal of excess earth, paving, trash, rubbish and debris.

8. RESTORATION AND CLEAN-UP

- A. 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.
- B. Guarantee as set forth in these specifications shall apply hereunder also.
- C. Contractor shall provide all equipment, materials and labor to restore areas disturbed by construction to their original condition or better, as nearly as is possible in accordance with good engineering and construction practices.
- D. 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.
- E. **No work will be accepted as complete until RESTORATION AND CLEAN-UP are completed as required.**

9. INFORMATION FOR CONTRACTORS

- A. 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.
- B. 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 site restoration and all other pertinent and incidental cost.

**SPECIFICATIONS FOR
SANITARY SEWER MANHOLE EPOXY LINER
(125 MILS)**

PART 1 - GENERAL

1.1 SUMMARY

- A. The project consists of applying an Epoxy Liner to the interior surfaces of sanitary sewer manholes on Four Mile Creek Sewer Interceptor.
- B. Manholes MH A-12 through MH A-28 (total of 16 manholes, 5' inside diameter). Refer to the attached drawings for manhole depth.
- C. Manhole epoxy lining procedures will involve control of water in the manholes, cleaning interior of proposed manholes to be lined, surface restoration, and the application of a 100% solids epoxy or polyurethane, and other related and incidental work as may be required to provide complete lining system of concrete manholes acceptable to the Owner.
- D. Liner: The Contractor approved and trained by the manufacturer, shall furnish all labor, equipment and materials for applying a protective coating of 125 mils (dry film thickness) of 100% solids epoxy (polyurethane or polyurea) with machinery specially designed for the application. All aspects of the installation shall be in accordance with the manufacturer's recommendation and per these specifications.
- E. The Contractor shall coat all interior surfaces of the Manholes.

1.2 SUBMITTALS

- A. Submit Product Manufacturers literature certifying conformance to these specifications and recommended application procedures for each product to be used.
- B. Submit written and dated certification stating Contractor is factory trained and approved by manufacturer in application of the specified products.
- C. Submit documentation of previous manhole rehabilitation work. Contractor shall have a minimum 5-years of experience in manhole rehabilitation work and a minimum of 15,000 vertical feet and 2,500 manholes of successful manhole rehabilitation work in the U.S. documented to the satisfaction of the Owner. Submit a list of a minimum of five recently completed manhole rehabilitation projects including project name and location, names of owner and engineer, description of products used, and application procedures.
- D. Submit a list of key supervisory personnel and other personnel that will be working on the project. Provide a resume for each of the key supervisory personnel that includes their experience with the proposed product, including specific projects and their responsibilities, and their history with the Contractor submitting the bid. Key supervisory personnel shall have a minimum 3 years of experience installing the proposed product. Key supervisory personnel shall be on-site when work is being performed on the project. The Engineer shall be notified in writing when there is any change in key supervisory personnel.
- E. Submit written and dated certification that the equipment to be used for applying the products has been manufactured or approved by the manufacturer of the epoxy liner material.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Materials shall be delivered, handled, and stored in accordance with the manufacturer's recommendations.
- B. Materials shall be kept dry, protected from weather and stored under cover protected from the elements.
- C. Materials shall be stored between 40 degrees F and 110 degrees F unless manufacturer's recommendations state otherwise.

1.4 SITE CONDITIONS

- A. Applicator shall conform to all local, state, and federal regulations including OSHA, RCRA, and the EPA.

PART 2 - PRODUCTS

2.1 EPOXY PROTECTIVE LINER MATERIAL

- A. Material shall be mixed, used and applied in accordance with the manufacturer's recommendations.
- B. Epoxy or Polyurethane liner shall be applied after installation of manhole.
- C. Epoxy or Polyurethane liner shall be 100% solids, No VOC.
- D. Epoxy liner material shall meet the following minimum requirements:
 - 1. Tensile Strength (ASTM D638) – 2,500 psi
- E. Epoxy or Polyurethane liner shall be resistant to the following Chemical solutions:
 - 1. Phosphoric Acid; 50%
 - 2. Sulfuric; 50%
 - 3. Acetic Acid; 10%
 - 4. Hydrogen Sulfide
- F. Epoxy liner material shall be Zebron #386 as Manufactured by Zebron Corporation, Sauereisen Sewer Guard, Strong Seal Epoxy as manufactured by The Strong Company, Quadex Structure Guard as manufactured by Quadex, Inc., Raven 405 as manufactured by Raven Lining Systems, or approved equal.

2.2 EQUIPMENT

- A. Contractor shall use equipment approved, designed and manufactured by the material supplier specifically for the application of epoxy liners in manholes.
- B. Epoxy protective lining equipment shall be specially designed to accurately ratio and apply the epoxy lining materials and shall be regularly maintained and in proper working order, and shall be approved by the manufacturer of the lining material.

PART 3 - EXECUTION

3.1 APPLICATION PREPARATION FOR EPOXY LINER MATERIAL

- A. Prepare the manhole as per the manufacturer's recommendations and as herein specified.
- B. Applicator shall inspect the surface to receive the epoxy lining prior to application. Applicator shall notify Engineer of any noticeable disparity in the surfaces, which may interfere with the proper application of the epoxy protective liner.
- C. All foreign material including but not limited to dirt, grease, sludge, and debris shall be removed from the manhole wall and bench using a high pressure water spray (minimum 4000 psi or higher if recommended by protective liner manufacturer). If grease, chemicals, previous coatings or other surface contaminants are present, the surface shall be cleaned with steam, chemical cleaning compounds or surface abrading as necessary to provide a clean substrate contact material. Loose and protruding mortar and concrete shall be removed using a masons hammer and chisel and/or scraper. Fill any large voids and precast manhole joints with quick setting patching mix. All materials resulting from cleaning the structure shall be removed prior to application of the lining system.
- D. Contractor shall remove and repair any surfaces which may interfere with the proper application of the protective liner. Contractor shall fill all joints and holes with grouting, patching or infiltration control material.

- E. Place covers over invert to prevent extraneous material from entering the sanitary sewer lines before cleaning. Any construction related material that enters the sanitary sewer lines shall be removed by the Contractor.

3.2 APPLICATION OF EPOXY LINER MATERIAL

- A. Application procedures shall be in accordance with the manufacturer's recommendations for material handling, safety, and environmental controls.
- B. All interior Manhole surfaces shall be coated by spray application of epoxy.
- C. The minimum dry film thickness shall be 125 mils.
- D. With flow blocked and invert cleared of all debris, Contractor shall apply epoxy liner to the water level of the pipe at the same time as applied to the bench.
- E. After the application of epoxy lining system, contractor shall apply sand (oven dried 20 to 30 gradation) to the bench area while the epoxy liner material is tacky to provide a non-slip surface.

3.3 WEATHER

- A. No application shall be made if ambient temperature is below 40 degrees Fahrenheit.
- B. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after application.
- C. Precautions shall be taken to keep the mix temperatures at time of application below 90 degrees Fahrenheit. Water temperature shall not exceed 80 degrees Fahrenheit. Chill with ice if necessary.

3.4 REPAIR AND GROUT PIPE SEALS AS REQUIRED TO STOP I/I

- A. All infiltration around the pipe seals shall be stopped.

3.5 REPAIR AND PLUG MANHOLE WALLS AS REQUIRED TO STOP I/I

- A. All manhole walls and joints shall be plugged, sealed and grouted. All infiltration through the manhole walls shall be stopped.

3.6 ACCEPTANCE TESTING OF MANHOLES WITH EPOXY LINER

- A. During application, a mil thickness gauge shall be used to ensure a monolithic lining and uniform thickness during application.
- B. All manholes that are rehabilitated using an epoxy protective liner shall be visually inspected for leaks.
- C. After the epoxy liner has cured and set, it shall be inspected with high voltage holiday detection equipment. Contractor shall be responsible for all testing. An induced holiday shall be made onto the coated surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary to detect any induced holiday. All detected holidays shall be marked and repaired by abrading the coating with 40 grit disc paper or other hand tooling method. After abrading and cleaning, additional protective coating material can be hand or spray applied to the repair area. All touch-up and repair procedures shall be in accordance with the manufacturer's recommendations.
- D. Contractor shall provide all test equipment and perform the test under witness by the Engineer.
- E. All corrective work shall be approved by the Engineer.

3.7 RESTORATION AND CLEAN-UP OF JOB SITE

- A. Restoration and clean-up of all work performed in roadways, either within or outside paved areas, shall be

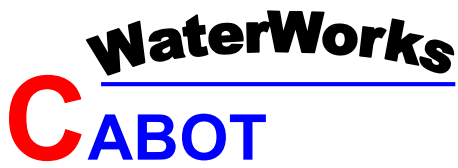
performed in strict accordance with specifications of the regulating local authorities and governmental agencies.

- B. Contractor shall provide all equipment, materials and labor to restore areas disturbed to their original condition or better, as nearby as is possible in accordance with good engineering and construction practices.
- C. Promptly upon completion of work and at his expense, Contractor shall remove from the site, tools, equipment, temporary structures, barricades and surplus materials. All waste and debris shall be disposed in accordance with Federal, State and local regulatory agencies having jurisdiction of same.
- D. The CONTRACTOR shall restore the topography of the work site to facilitate proper drainage of all adjacent lands.
- E. No work will be accepted as complete until RESTORATION AND CLEAN-UP are completed as required.
- F. Guarantee as set forth in these specifications shall apply hereunder also.

PART 4 – WARRANTY & GUARANTEE

- 4.1 Contractor shall guarantee all work performed under this contract for a period of one year from the date of completion and acceptance by CWW.
- 4.2 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.
- 4.3 TEN YEAR COATING WARRANTY
 - A. Epoxy coating manufacturer shall provide a ten (10) year warranty for the installed product. Warranty shall Guarantee the installed product will not deteriorate from sewer gas induced corrosion or delaminate from concrete substrate.

END OF SECTION



KERR Station
Rd Gravity Sewer

BID Form - Manhole Protective Coating

Item #	Quantity	Units	Description	Unit Price	Total Price
1	1	LS	Mobilization		
2	16	Ea	Manholes MH A-12 through MH A-28 - Furnish all labor, equipment and materials to apply a protective coating in accordance with Specifications attached herein.		
This invitation to bid does not constitute an order for the service/product named.					Total
					Tax
					Bid Total

Coating Manufacturer for this Bid:

Bidders Guaranteed Completion Date based on Notice to proceed 9/30/2020:

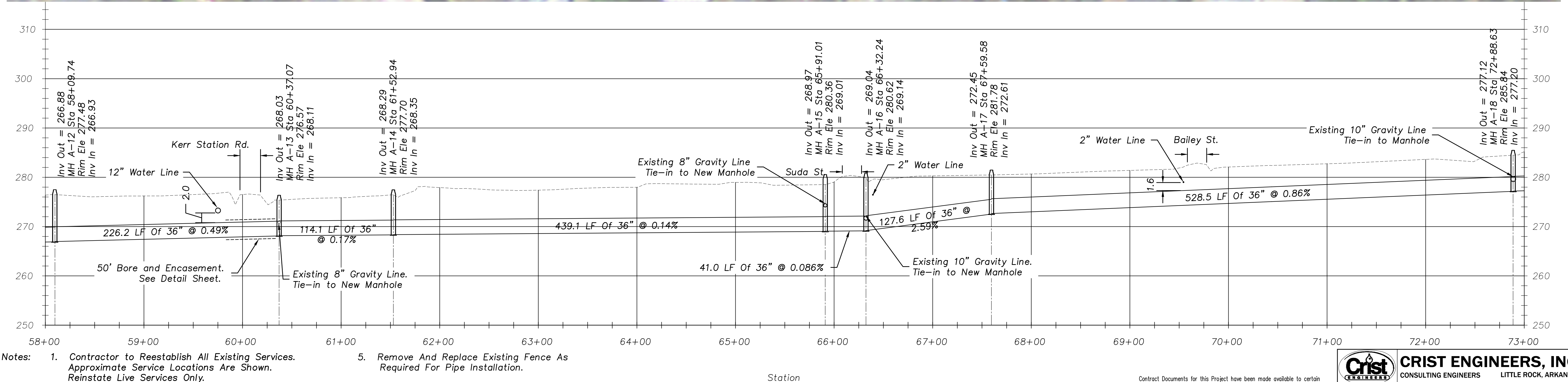
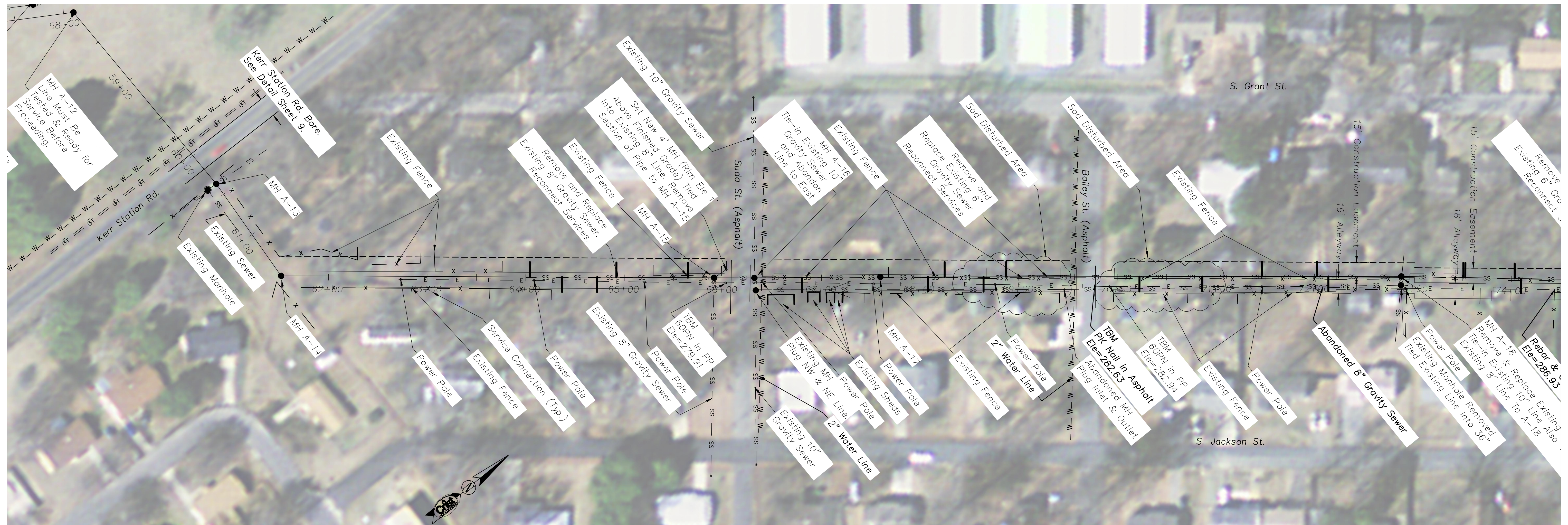
Business Name:

Business Address:

Signature:

Printed:

Phone (Business Office and Cell):



- Notes:
- Contractor to Reestablish All Existing Services. Approximate Service Locations Are Shown. Reinstall Live Services Only.
 - Field Verify And Mark Locations Of All Existing Utilities Prior to Construction.
 - Contractor Shall Bypass Pump As Required During Pipe Installation.
 - Contractor Shall CCTV Existing Line And Verify Service Connection Locations Prior to Pipe Installation.
 - Remove And Replace Existing Fence As Required For Pipe Installation.

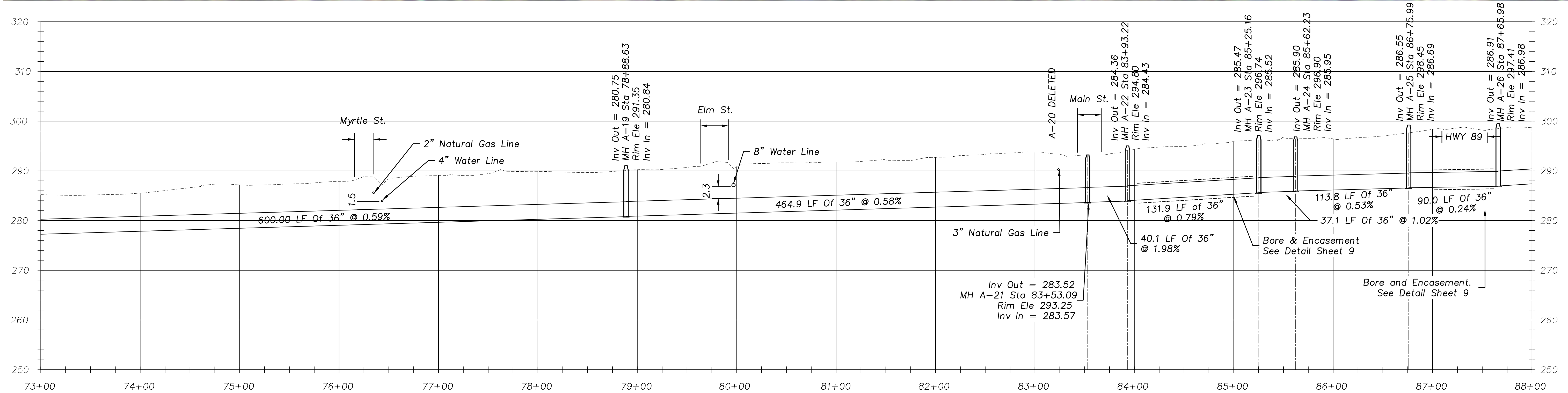
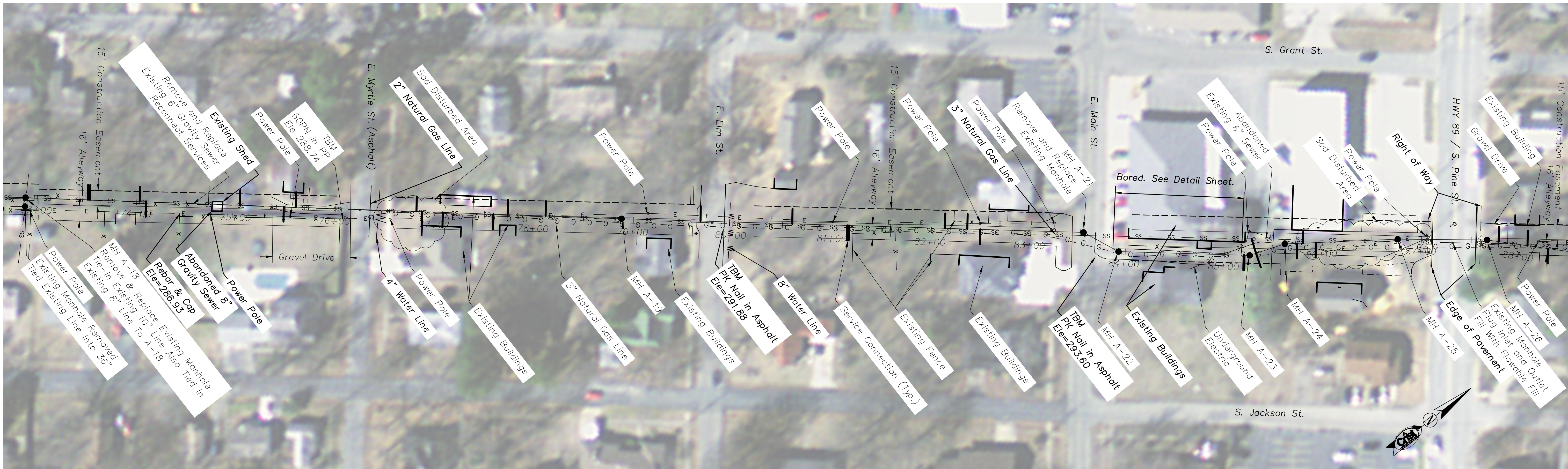
GRAVITY SEWER

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REVISED AS CONSTRUCTED, JULY 2009

CRIST ENGINEERS, INC. CONSULTING ENGINEERS LITTLE ROCK, ARKANSAS	
CABOT, ARKANSAS KERR STATION RD. GRAVITY SEWER	
PLAN & PROFILE STA 58+00 TO 73+00	
DESIGNED: CAH DRAFTED: CAH CHECKED: LBP	JOB NO: 0727 DATE: Jan 2008 SCALE: 1" = 50' 6




- Notes:
- Contractor to Reestablish All Existing Services. Approximate Service Locations Are Shown. Reinstate Live Services Only.
 - Field Verify And Mark Locations Of All Existing Utilities Prior to Construction.
 - Contractor Shall Bypass Pump As Required During Pipe Installation.
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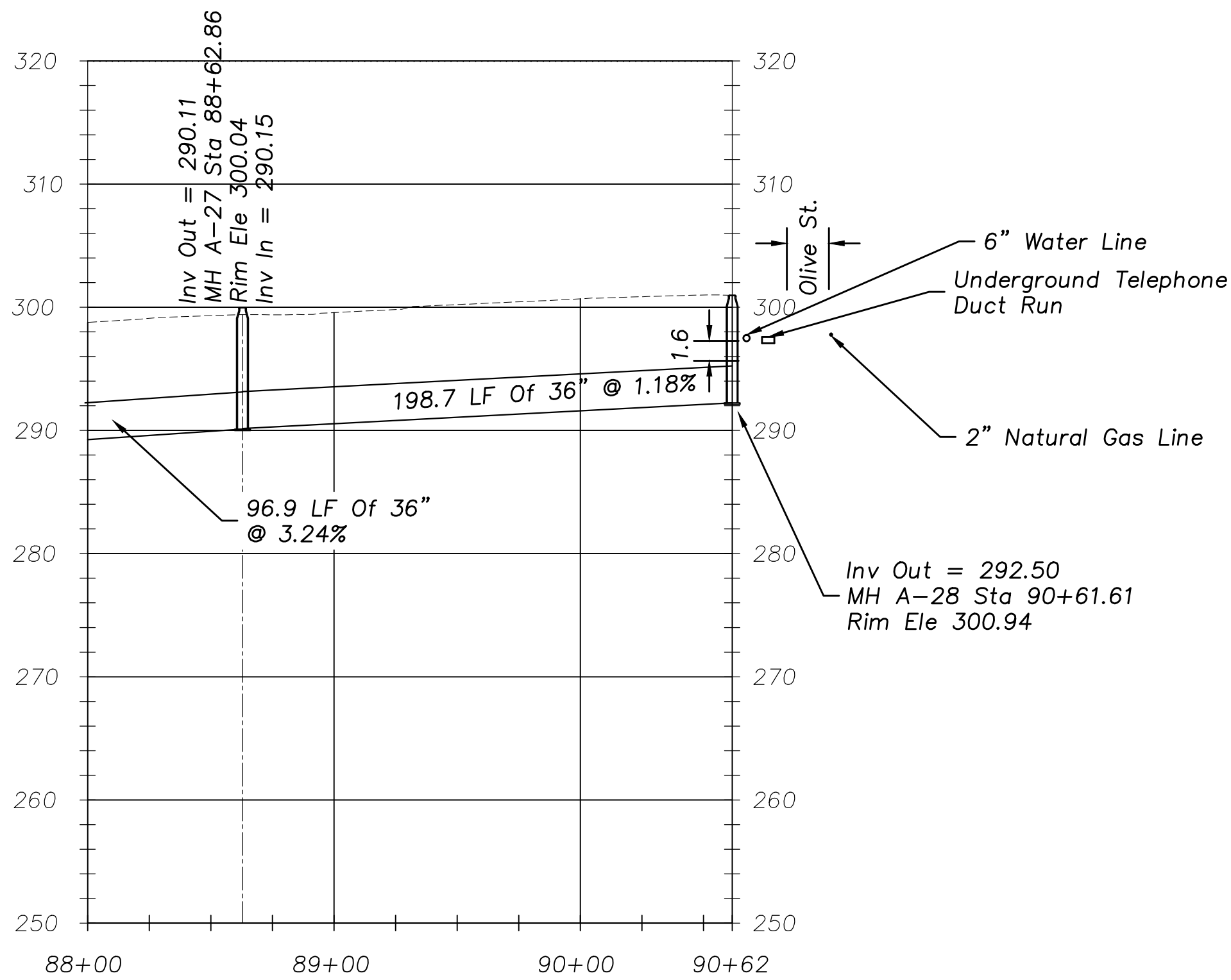
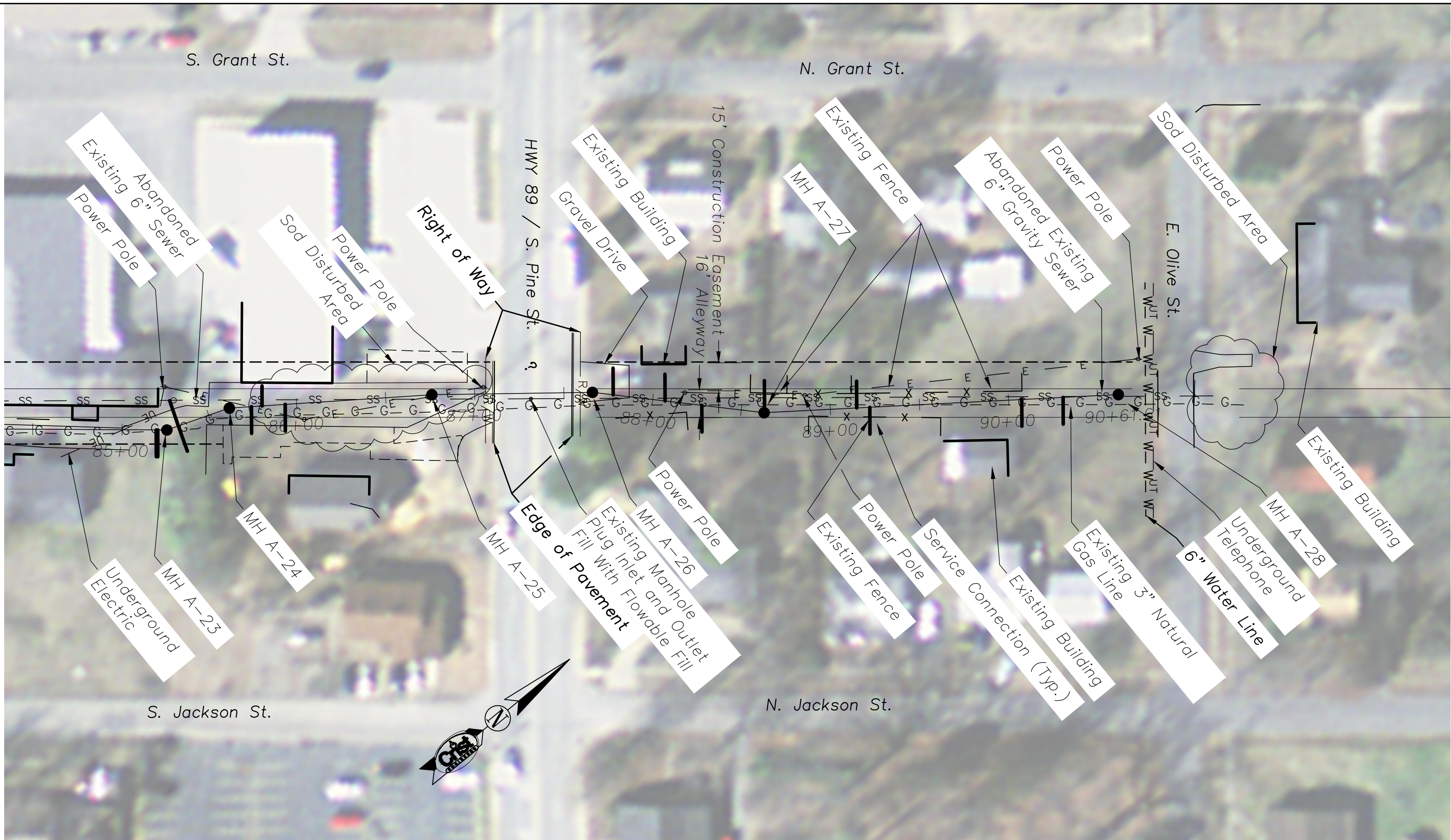
**CRIST ENGINEERS, INC.**
CONSULTING ENGINEERS LITTLE ROCK, ARKANSAS

CABOT, ARKANSAS
KERR STATION RD. GRAVITY SEWER

PLAN & PROFILE
STA 73+00 TO 88+00

DESIGNED: CAH	JOB NO: 0727	DATE: Feb 2008
DRAFTED: CAH	SCALE: 1" = 50'	
CHECKED: LBP		

7




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GRAVITY SEWER

REVISED AS CONSTRUCTED, JULY 2009

		CRIST ENGINEERS, INC. CONSULTING ENGINEERS LITTLE ROCK, ARKANSAS	
CABOT, ARKANSAS			
KERR STATION RD. GRAVITY SEWER			
PLAN & PROFILE STA 88+00 TO 90+62			
DESIGNED: CAH	JOB NO: 0727	DATE: Feb 2008	8
DRAFTED: CAH	SCALE: 1" = 50'		
CHECKED: LBP			

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