

ADDENDUM NO. 3  
TO THE CONTRACT DOCUMENTS  
for the construction of  
**McCROSKEY ISLAND WWTP EXPANSION**

Date: July 15, 2022  
Project No.: C6A08007

**City of Sevierville, TN**  
**McCroskey Island Wastewater Treatment Plant**

**To All Planholders and/or Prospective Bidders:**

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of **McCroskey Island WWTP Expansion** for Sevierville, Tennessee dated July 2022 as fully and completely as if the same were fully set forth therein:

**A. QUESTIONS AND ANSWERS**

1. **Question 1:** Site Work - Electrical, Drawings Volume 5 of 5. Drawings show extensive (new) ductbanks required within existing plant. Are there profiles/elevations or as-builts available to determine (new) routing depths and potential (existing) crossings?

**Response:** Profiles and elevations are not provided on proposed ductbanks on the plans dated July 2022. Record Drawings and a model of the yard piping and ductbanks can be provided to the Contractor for reference during construction after award of the Contract.

2. **Question 2:** Vol. 3, 44 42 56.10, 3.03.A.1. Specification section 44 42 56.10 Horizontal End Suction Centrifugal Pumps calls for filling the effluent facility until the effluent pump wet well reached the effluent pump's targeted operating water surface elevation. Will this water be supplied by the Owner?

**Response:** Section 44 42 56.10 does not reference Effluent Facility. Regarding water for start-up, see Section 01 91 14, Equipment Testing and Facility Startup, Paragraph 3.01.E. Contractor is required to provide labor, equipment, and materials necessary to transport water from available source locations to facilities being tested.

3. **Question 3:** Vol. 1, 01 31 13, 1.03.B.3 and 4. Section 01 31 13, Project Coordination 1.03.B.3 mentions work listed under Article 1.03.A.4 and 1.03.B.4 mentions work listed under Article 1.03.A.3. We cannot locate these articles in the contract documents, where can we find them?

**Response:** The article references should be 1.03.B.4 and 1.03.B.3. See PART 3 SPECIFICATIONS of this Addendum.

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4. **Question 4:** Vol.1 , 00 41 13. Section 00 41 13, Bid Form, under Basis of Bids it lists three bid items and one lump sum bid item for the rest of the work not included in the unit price work. Please confirm that there are four bid items, three unit price work items listed under 5.2 and one lump sum price listed under 5.1.

**Response:** That is correct for the original Bid Form. However, the Bid Form is replaced by this Addendum (attached). Paragraph 5.1 of the Bid Form provides for one lump sum price for all Work not covered by unit price work, which is provided for under Paragraph 5.2.

5. **Question 5:** Vol. 1., Instructions to Bidders, Item 21. Item 21 of the instructions to bidders indicates that this project will be sales and use taxes exempt for equipment and materials. However the Bid Form has the bidder acknowledge in item 4.1.5 that required sales and use taxes are included. Please confirm that Item 21 in the Bidders instructions is correct that Sales and Use Taxes are exempt for equipment and materials.

**Response:** There is no conflict between Paragraph 4.1.5 of the Bid Form and Paragraph 21.1 of the Instructions to Bidders. Paragraph 4.1.5 of the Bid Form contains the following language "...or if Instructions to Bidders state the Owner is tax exempt". Paragraph 21.1 of the Instructions to Bidders is clear regarding the tax exempt status of equipment and materials for the project.

6. **Question 6:** Vol. 1., Supplementary Conditions, SC-7.02C. SC-7.02.C. indicates that the Contractor is responsible to pay overtime pay expenses for the Owners Engineer's Services. Can you provide information on the planned Engineer's Staff and hourly rates so the Contractor can Estimate the overtime expenses as needed?

**Response:** SC-15.01.E of the Supplementary Conditions include rate categories and rates for Engineer's staff (see 15.01.E.1.M.1 Applicable Rates on Page 14 of the Supplementary Conditions).

7. **Question 7:** Vol. 1., Specification 01 31 13-4, Paragraph 1.05. Please identify which properties are considered adjacent to the work. Are properties not on McCroskey Island considered adjacent?

**Response:** This requirement applies to McCroskey Island; properties not on McCroskey Island are not considered adjacent.

8. **Question 8:** Vol. 2, 31 68 20. Regarding Section 31 68 20 (Contractor Designed Ground Improvement), please confirm that the named structures (Biological Train No. 2, Effluent Facility, and Secondary Clarifiers No. 3 and No. 4) are the only structures that will require the Contractor Designed Ground Improvements as specified in this section. Also, please clarify the

reference in 1.01A stating that this item will be Unit Price. The bid form specification number referenced is lump sum (not unit price). In addition, regarding the performance criteria, please clarify the duration for “long-term settlement”. Can we assume in our construction schedule that we will have to wait for this settlement period to conclude prior to starting construction of the structure?

**Response:** It is the Bidder’s option to elect/bid ground improvement instead of over-excavation for the named facilities. Effluent Facility should not be included in the list of facilities identified for ground improvement consideration. Electrical Building No. 1 and Electrical Building No. 2 should be included for ground improvement consideration. The last sentence of Paragraph 1.01.A should be deleted. The long-term settlement requirement is intended to be a design criteria associated with ground improvement system design; it is not intended to imply or require a duration for a settlement period prior to subsequent construction. Refer to PART 1 PROCUREMENT REQUIREMENTS, PART 2 CONTRACTING REQUIREMENTS, and PART 3 SPECIFICATIONS in this Addendum.

9. **Question 9:** Vol 2. and Geotech Report Addendum No. 1, Sections 31 23 13, 31 23 16, and Geotechnical Report Addendum No 1. Regarding Sections 31 23 13 (Subgrade Preparation), 31 23 16 (Excavation and “over-excavation”), and the Geotechnical Report Addendum No. 1, please clarify the depth of undercut under the new structures that is to be included in our bid. The Geotechnical Report Addendum No. 1 references maximum undercut ranges for each structure. Can we safely assume in our bid that undercut depths will not exceed the maximum range in depth noted in the report? How will undercuts over this maximum depth (if necessary) be handled?

**Response:** The amount of over-excavation noted in the provided geotechnical reports is an estimate (note that over-excavation for the Headworks Grit and Grease Facility will not be needed because the structure is supported by an existing base mat as shown on the drawings). Proofrolling of exposed subgrade will need to be performed in the presence of the Geotechnical Engineer or qualified designee. A determination as to the extent of over-excavation required, more or less than what is stated in the reports, will be made based on the results of proofrolling and shall meet the requirements of Section 31 23 13, Subgrade Preparation, and note #6 under Foundations on drawing 001-G-0006. The Bid Form and other related changes to the specifications will be re-issued with this Addendum providing for unit price bidding of over-excavation, which will allow for adjustment greater or less than the estimated quantities. Refer to PART 1 PROCUREMENT REQUIREMENTS, PART 2 CONTRACTING REQUIREMENTS, and PART 3 SPECIFICATIONS in this Addendum.

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10. **Question:** Vol 2. and Geotech Report Addendum No. 1, Sections 31 23 13, 31 23 16, and Geotechnical Report Addendum No 1. Regarding Sections 31 23 13 (Subgrade Preparation), 31 23 16 (Excavation and “over-excavation”), and the Geotechnical Report Addendum No. 1, please clarify the quantity of over-excavation and backfill that should be included in our bid for undercutting under pavements.

**Response:** See Response to Question #9 of this Addendum.

### **B. PART 1, PROCUREMENT REQUIREMENTS**

1. Section 00 41 13, Bid Form, REPLACE in its entirety with Section 00 41 13, BID FORM provided with this Addendum.
2. Section 00 52 13, Agreement, REPLACE in its entirety with Section 00 52 13, Agreement provided with this Addendum.

### **C. PART 2, CONTRACTING REQUIREMENTS**

1. Section 01 31 13, Project Coordination, Page 2.  
Paragraph 1.03.B.3, REPLACE 1.03.A.4 with 1.03.B.4.  
Paragraph 1.04.B.4, REPLACE 1.03.A.3 with 1.03.B.3.

### **D. PART 3, SPECIFICATIONS**

1. Section 01 29 00, Payment Procedures, REPLACE in its entirety with Section 01 29 00, Payment Procedures provided with this Addendum.
2. Section 31 68 20, Contractor Designed Ground Improvement, Page 1.  
Paragraph 1.01.A, DELETE “Effluent Facility” and REPLACE with “Electrical Building No. 1, Electrical Building No. 2”.  
Paragraph 1.01.A, DELETE the last sentence of this paragraph in its entirety.

### **E. PART 4, DRAWINGS**

1. 030-S-3001, DELETE the note in Section A beginning “At Contractor option, ground improvement may...” in its entirety.
2. 050-S-3001, in the upper right-hand corner in the SHEET KEYNOTES box, CORRECT typographical error “...CONSIDERED AS AN TERNATIVE...” with “...CONSIDERED AS AN ALTERNATIVE...”

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3. 115-S-3001 AND 145-S-3001

ADD keynote 1 symbol to the left of the note in Section A that begins “OVEREXCAVATE TO ELEVATION...”

In the upper right corner of the drawing ADD “SHEET KEYNOTES” box with Keynote 1 with description “AT CONTRACTOR OPTION, GROUND IMPROVEMENT MAY BE CONSIDERED AS AN ALTERNATIVE TO OVER-EXCAVATION AND BACKFILL. SEE SPECIFICATION 31 69 20 – CONTRACTOR DESIGNED GROUND IMPROVEMENT FOR MINIMUM DESIGN CRITERIA FOR GROUND IMPROVEMENT IF SELECTED BY CONTRACTOR.”

4. 210-S-3001, DELETE the line work showing over-excavation and associated notes under the wetwell (note that the over-excavation and associated notes under the valve vault to remain).

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.

Jacobs

  
Project Manager

Appended hereto and part of Addendum No. 3:

- 00 41 13, BID FORM
- 00 52 13, AGREEMENT
- 01 29 00, PAYMENT PROCEDURES

**END OF ADDENDUM**



NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

**BID FORM  
(STIPULATED PRICE BASIS)**

1. BID RECIPIENT

1.1. This Bid is submitted to:

Owner: City of Sevierville  
Address: 120 Gary R. Wade Blvd., Sevierville, TN 37862  
Project Identification: McCroskey Island WWTP Expansion

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

2. BIDDER'S ACKNOWLEDGEMENTS

2.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. BIDDER'S REPRESENTATIONS

3.1. In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>

(Bidder shall insert number of each Addendum received.)

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

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

3.1.4. Bidder has carefully studied: i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable “technical data,”; and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable “technical data.”

3.1.5. Bidder has considered the information known to Bidder; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

3.1.6. Based on information and observations referred to in paragraph above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

3.1.7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

3.1.8. Bidder has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

3.1.9. The Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for the performance of the Work for which this Bid is submitted.

4. BIDDER'S CERTIFICATION

4.1. Bidder certifies:

4.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

4.1.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

4.1.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

4.1.4.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

4.1.4.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.1.5. Required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax or if Instructions to Bidders state Owner is tax exempt.

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5. BASIS OF BIDS

5.1. Bidder shall complete the Work, with the exception of Unit Price Work described in Paragraph 5.2, in accordance with the Contract Documents for the following price(s):

Lump Sum Price for Work: \$\_\_\_\_\_.

5.2. Unit Price Work:

Unit Price Work Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Price
1	Mobilization and Demobilization for Digester Cleaning Work	1	LS	\$	\$
2	Digester Cleaning	1	LS	\$	\$
3	Disposal of Digester Contents	20	Dry Ton	\$	\$
4	Over-Excavation Under Pavement and Under Facilities not Considered for Contractor Designed Ground Improvement as Specified in Section 31 68 20, Contractor Designed Ground Improvement	7,000	CY-FM	\$	\$
5	Biological Train No. 2 (Facility 050) Subgrade Work ( <i>Enter Cost for Only One of the below Bid Items, 5A or 5B</i> )				
	5A. Over-Excavation for Facility No. 050	12,000	CY-FM	\$	\$
	5B. Ground Improvement for Facility 050	1	LS	\$	\$
6	Clarifier No. 3 and No. 4 (Facilities 090 and 091) Subgrade Work ( <i>Enter Cost for Only One of the below Bid Items, 6A or 6B</i> )				
	6A Over-Excavation for Facilities 090 and 091	13,500	CY-FM	\$	\$

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Unit Price Work Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Price
	6B Ground Improvement for Facilities 090 and 091	1	LS	\$	\$
7	Electrical No. 1 (Facility 115) Subgrade Work ( <i>Enter Cost for Only One of the below Bid Items, 7A or 7B</i> )				
	7A Over-Excavation for Facility 115	1,350	CY-FM	\$	\$
	7B Ground Improvement for Facility 115	1	LS	\$	\$
8	Electrical No. 2 (Facility 145) Subgrade Work ( <i>Enter Cost for Only One of the below Bid Items, 8A or 8B</i> )				
	8A Over-Excavation for Facility 115	1,500	CY-FM	\$	\$
	8B Ground Improvement for Facility 115	1	LS	\$	\$
Total of Extended Bid Prices for Unit Price Work					\$

5.3. Contingency Allowance: A Contingency Allowance of **\$250,000.00** is established and is computed in accordance with Paragraph 13.02.C of the General Conditions.

5.4. Total Bid: Lump Sum Price for Work (paragraph 5.1) plus Total of Extended Bid Prices for Unit Price Work (paragraph 5.2) plus Contingency Allowance (paragraph 5.3): \$\_\_\_\_\_.

5.4.1. In Words: \_\_\_\_\_

5.5. Steel Scrap Index:

5.5.1. Ductile iron pipe (DIP) manufacturers have implemented a charge to address scrap iron cost fluctuation. Provisions for managing the cost fluctuation are made in this contract based on a verified published monthly scrap index [i.e., Steel Scrap No. 1 Busheling (MB-STE-0422) from [www.fastmarkets.com](http://www.fastmarkets.com)].

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5.5.2. The lump sum price for the Work in Paragraph 5.1 shall reflect ductile iron pipe pricing based, in part, on the verified published monthly scrap index in effect on the date of the Bid.

5.5.2.1. Scrap index charge in effect on date of Bid (cost/ton): \$\_\_\_\_\_

5.5.2.2. Bidder shall submit with its Bid a certified statement of the scrap index in effect on the date of the Bid.

5.5.3. Refer to Section 01 29 00, Payment Procedures, for information regarding the measurement and payment related to the cost fluctuations in ductile iron pipe pricing as a result of scrap iron cost fluctuations.

6. TIME OF COMPLETION

6.1. Bidder agrees the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of calendar days indicated in the Agreement.

6.2. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within the Contract Times.

7. ATTACHMENTS TO THIS BID

7.1. The following documents are submitted with and made a condition of this Bid:

7.1.1. Required Bid security in the form of Bid bond or certified check.

7.1.2. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

7.1.3. Contractor's License No.: \_\_\_\_\_.

7.1.4. Drug-Free Workplace Affidavit.

7.1.5. Title VI Information.

7.1.6. W-9 Form.

7.1.7. Business Tax and License Affidavit.

7.1.8. Vendor Information Form.

7.1.9. Certified statement of the scrap index in effect on the date of the Bid.

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

7.3. BID SUBMITTAL

7.4. This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By (signature): \_\_\_\_\_

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

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

*(Signature of general partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

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

*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

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

*(Signature of Corporate Secretary)*

Date of Qualification to do business in Tennessee is: \_\_\_\_\_.

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Bidder's Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_\_

Tennessee Contractor's License No.: \_\_\_\_\_

Contractor's License Class (where applicable): \_\_\_\_\_

**END OF SECTION**

**AGREEMENT**

THIS AGREEMENT is by and between City of Sevierville, Tennessee (Owner) and \_\_\_\_\_ (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. WORK

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

- 1.1.1. New grit removal structure and equipment.
- 1.1.2. New anaerobic/anoxic basin and equipment and nitrified recycle (NRCY) pump station for biological train No. 1.
- 1.1.3. New biological train No. 2 structure and equipment.
- 1.1.4. Two new 120-foot diameter clarifiers structure and equipment.
- 1.1.5. Refurbish two existing 80-foot diameter clarifiers.
- 1.1.6. New clarifier splitter box.
- 1.1.7. New effluent facility consisting of UV disinfection, post-aeration, effluent flume, utility water pump equipment, and effluent pump equipment.
- 1.1.8. New RAS/WAS pump station structure and equipment.
- 1.1.9. New plant drain pump station.
- 1.1.10. New scum pump station.
- 1.1.11. New sludge dewatering equipment and associated improvements.
- 1.1.12. New aerobic digester blowers and associated improvements.
- 1.1.13. Two new electrical buildings.
- 1.1.14. Associated project improvements to include: instrumentation and controls, yard piping, electrical improvements, and site improvements.

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## 2. THE PROJECT

2.1. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2.1.1. McCroskey Island WWTP Expansion.

## 3. ENGINEER

3.1. The Project has been designed by Jacobs Engineering Group (Engineer), who is to act as Owner's representative, assume duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## 4. CONTRACT TIMES

4.1. Time of the Essence: Time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2. Days to Achieve Substantial Completion and Final Payment:

4.2.1. The Work shall be substantially completed within 930 days from the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 960 days after the date when the Contract Times commence to run.

4.3. Liquidated Damages:

4.3.1. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$2,500** for each day that expires after the time specified herein for Substantial Completion until the Work is substantially complete.

5. CONTRACT PRICE

5.1. Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following:

5.1.1. Lump Sum Work: For Work other than Unit Price Work, a lump sum of \$\_\_\_\_\_, which represents the Lump Sum Price for Work, as shown in Paragraph 5.1 of the Bid Form, and the following:

5.1.1.1. Contingency Allowance of **\$250,000.00** described in paragraph 5.3 on the Bid Form, which is computed in accordance with Paragraph 13.02.C of the General Conditions.

5.2. Plus:

5.2.1. Unit Price Work, as shown in Paragraph 5.2 of the Bid Form:

5.2.1.1. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions. Unit Prices have been computed as provided in Paragraph 13.03 of the General Conditions.

5.2.1.2. For Unit Price Work, an amount equal to the sum of established unit price for each separately identified item of the Unit Price Work times the estimated quantity of that item as indicated in the table below:

Unit Price Work Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Price
1	Mobilization and Demobilization for Digester Cleaning Work	1	LS	\$	\$
2	Digester Cleaning	1	LS	\$	\$
3	Disposal of Digester Contents	20	Dry Ton	\$	\$

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Unit Price Work Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Price
4	Over-Excavation Under Pavement and Under Facilities not Considered for Contractor Designed Ground Improvement as specified in Section 31 68 20, Contractor Designed Ground Improvement	7,000	CY-FM	\$	\$
Unit Price table rows to be updated after Bid based on Bidder's responses to Bid Items 5A/5B, 6A/6B, 7A/7B, and 8A/8B					
Total of Extended Bid Prices for Unit Price Work					\$

6. PAYMENT PROCEDURES

6.1. Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2. Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on the date of each month as established in the preconstruction conference during performance of the Work as provided herein. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.05 of the General Conditions.

6.2.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions:

6.2.1.1. Ninety-five percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

6.2.1.2. Ninety-five percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.2.2. Retainage Escrow Agreement: In accordance with TCA 66-11-144, retainage will be held in an interest bearing escrow account until satisfactory completion upon which Owner will provide written release of the funds.

6.2.3. Deposit of Securities in Lieu of Retainage: Contractor may withdraw retainage by depositing specific securities as provided in TCA 12-4-108.

6.2.4. Owner will pay retainage after receipt of occupancy permit, Substantial Completion certificate, or begins to use constructed portion as provided in TCA 66-34-204.

6.2.5. Upon Substantial Completion, Owner will pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer will determine in accordance with Paragraph 15.01.C.6 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.3. Final Payment:

6.3.1. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner will pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

7. CONTRACTOR'S REPRESENTATIONS

7.1. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

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

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7.1.4. Contractor has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) if any, which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable “technical data”, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable “technical data.”

7.1.5. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and 3) Contractor’s safety precautions and programs.

7.1.6. Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.1.7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7.1.8. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

7.1.9. The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

## 8. CONTRACT DOCUMENTS

### 8.1. Contents:

8.1.1. The Contract Documents that are attached to this Agreement (except as expressly noted otherwise) consist of the following:

8.1.1.1. This Agreement (pages 1 to 9, inclusive).

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8.1.1.2. Performance bond (pages 1 to 4, inclusive).

8.1.1.3. Payment bond (pages 1 to 4, inclusive).

8.1.1.4. General Conditions (pages 1 to 58, inclusive).

8.1.1.5. Supplementary Conditions (pages 1 to 15, inclusive).

8.1.1.6. Specifications as listed in the table of contents of the Project Manual.

8.1.1.7. Drawings consisting of 354 sheets with each sheet bearing the following general title: "McCroskey Island WWTP Expansion."

8.1.1.8. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).

8.1.2. Exhibits to this Agreement (enumerated as follows):

8.1.2.1. Contractor's Bid (pages \_\_\_\_ to \_\_\_\_, inclusive).

8.1.3. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive). The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

8.1.3.1. Notice to Proceed (pages \_\_\_\_ to \_\_\_\_, inclusive).

8.1.3.2. Work Change Directives.

8.1.3.3. Change Order(s).

8.2. There are no Contract Documents other than those listed above in this Article.

8.3. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

## 9. MISCELLANEOUS

9.1. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.2. Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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9.3. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 9.4. Assignment of Contract:

9.4.1. No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 9.5. Contractor's Certifications:

9.5.1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

9.5.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in Contract execution;

9.5.1.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract Price at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

9.5.1.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

9.5.1.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement).

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

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

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

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

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

(Where applicable)

Agent for service or process: \_\_\_\_\_

\_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

**END OF SECTION**



**SECTION 01 29 00  
PAYMENT PROCEDURES**

**PART 1 GENERAL**

1.01 SUBMITTALS

- A. Informational Submittals:
  - 1. Schedule of Values: Submit on Contractor's standard form.
  - 2. Schedule of Estimated Progress Payments:
    - a. Submit with initially acceptable Schedule of Values.
    - b. Submit adjustments thereto with Application for Payment.
  - 3. Application for Payment.
  - 4. Final Application for Payment.

1.02 CONTINGENCY ALLOWANCE

- A. A Contingency Allowance has been established for the sole use of the Owner to cover unanticipated costs. The Contractor will not incur costs against the Contingency Allowance without written authorization from the Owner.
- B. Contingency allowances will be administered in accordance with Article 13.02 of General Conditions.

1.03 SCHEDULE OF VALUES

- A. Prepare a separate Schedule of Values for the Work under the Agreement. The Schedule of Values will be used to form the basis of submitting, reviewing, and approving applications for payment.
- B. The Schedule of Values is subject to Engineer review and acceptance. Upon request of Engineer, provide documentation to support the accuracy of the Schedule of Values. An unbalanced or front-end loaded schedule will not be acceptable.
- C. Unit Price Work: Reflect unit price quantity and price breakdown from the conformed Bid Form.
- D. Reflect specified contingency allowance.

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- E. Lump Sum Work:
  - 1. List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, equipment testing, facility startup, and contract closeout separately.
    - a. Mobilization includes, at a minimum, items identified in Section 01 50 00, Temporary Facilities and Controls.
    - b. Include item(s) for monthly progress schedule update and maintenance of Engineer's trailer.
  - 2. For Lump Sum Work, not including Unit Price Work, break down by Facility Number and by Division 2 through 49, with appropriate subdivision of each Specification. Contractor will define appropriate work item units of measurement and quantities acceptable to the Owner. Owner and Engineer may require additional breakdown of work or alternate methods of measurement.
- F. Summation of the complete Schedule of Values representing all the Work shall equal the Contract Price.
- G. Submit Schedule of Values electronically in a spreadsheet format compatible with latest version of MS Excel.

### 1.04 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

- A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.
- B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

### 1.05 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- B. Use detailed Application for Payment Form suitable to Engineer.
- C. Include accepted Schedule of Values showing completion of Work items on the schedule, summation of which equals the amount requested on the Application for Payment Form.
- D. Include separate line item for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such as requested by Engineer.

- E. Preparation:
  1. Round values to nearest dollar.
  2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Engineer.

1.06 MEASUREMENT—GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, weigh material on scales furnished by Contractor and certified accurate by state agency responsible. Obtain weight or load slip from weigher and deliver to Owner’s representative.
- C. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by Engineer. Each vehicle shall bear a plainly legible identification mark.
- D. Measurement for payment will be based upon the reviewed and approved Schedule of Values.
- E. All excavation is unclassified. No separate measurement or payment will be made for rock removal.
- F. No separate measurement or payment will be made for dewatering. Dewatering is to be absorbed in other pay items.
- G. Units of measure shown on Bid Form shall be as follows, unless specified otherwise.

Item	Method of Measurement
LS	Lump Sum
DRY TON	Dry Ton—Weight Measure by Scale (2,000 pounds); measured in accordance with Section 02 75 00, Digester Cleaning
CY-FM	Cubic Yard – Field Measure

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H. Measurement Unit Price Work pay items:

<p>1. Mobilization and Demobilization for Digester Cleaning Work</p>	<p>Lump Sum Pay Item. Includes all Work associated with mobilizing and demobilizing equipment, materials, and labor associated with performance of work described in Section 02 75 00, Digester Cleaning.</p>
<p>2. Digester Cleaning</p>	<p>Lump Sum Pay Item. Includes Work associated with digester cleaning in accordance with Section 02 75 00, Digester Cleaning, Article 3.2, Cleaning the Digester.</p>
<p>3. Disposal of Digester Contents</p>	<p>Dry Ton pay item. Includes all Work to remove and dewater digester contents, perform sampling and testing, load and transport dewatered contents to a permitted site, including all disposal fees, in accordance with Section 02 75 00, Digester Cleaning.</p>
<p>4. Over-Excavation Under Pavement and Under Facilities not Considered for Contractor Designed Ground Improvement as specified in Section 31 68 20, Contractor Designed Ground Improvement</p>	<p>Cubic Yard – Field Measure Pay Item. Includes all Work associated with over-excavation and backfilling and compaction with acceptable materials to include: excavation, transport, moisture conditioning, and disposal of over-excavated materials; provision, transport, moisture conditioning, placement, and compaction of conditioned earthfill or granular fill, installation of additional shoring and dewatering needed for deeper excavation below 1’-0” Min Granular Fill limits shown on the Drawings. Excessive over-excavation will not be eligible for measurement and payment.</p>

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<p>5A. Over-Excavation for Facility No. 050 (6A, 7A, and 8A similar)</p>	<p>Cubic Yard – Field Measure Pay Item. Includes all Work associated with over-excavation and backfilling and compaction with acceptable materials to include: excavation, transport, moisture conditioning, and disposal of over-excavated materials; provision, transport, moisture conditioning, placement, and compaction of conditioned earthfill or granular fill, installation of additional shoring and dewatering needed for deeper excavation below 1’-0” Min Granular Fill limits shown on the Drawings. Excessive over-excavation will not be eligible for measurement and payment.</p>
<p>5B. Ground Improvement for Facility 050 (6B, 7B, and 8B similar)</p>	<p>Lump Sum Pay Item. Includes all Work for design and installation of Contractor Designed Ground Improvement System in accordance with Section 31 68 20, Contractor Designed Ground Improvement.</p>

- I. Measurement of the scrap iron cost fluctuations:
  - 1. Contractor shall provide documentation from the ductile iron pipe manufacturer indicating shipping date, tonnage shipped, invoice showing scrap index charge in effect at that time shipping, and certified statement of the scrap index in affect at the time of shipment.
  - 2. The difference between this scrap index charge at the time of shipment and the one shown on the Bid Form, as substantiated by the certified statement of the scrap index submitted with the Bid, will be calculated and result in a cost increase or decrease.

1.07 PAYMENT

- A. Payment for Lump Sum Work, not including Unit Price Work, will be based on a percentage complete of the Contract Price, as substantiated by the approved Application for Payment and each line item of the accepted Schedule of Values.

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- B. No more than one-half of the amount shown for Mobilization in the accepted Schedule of Values may be claimed for payment prior to completion of following items:
  - 1. The principal items listed in Section 01 50 00, Temporary Facilities and Controls, Article 1.03.A.
  - 2. Submission and acceptance of the schedules required in Section 01 32 00, Construction Progress Documentation.
  - 3. Submission and acceptance of the CQC Plan as specified in Section 01 45 16.13, Contractor Quality Control.
  - 4. Submission and acceptance of the Schedule of Submittals as specified in Section 01 33 00, Submittal Procedures.
  
- C. Payment for scrap iron cost fluctuations will be made against the Contingency Allowance. Engineer will maintain a log of changes and periodically prepare a Change Order to partially or fully restore the Contingency Allowance.
  
- D. Payment for unit price items covers all the labor, materials, and services necessary to furnish and install the following items:

1. Mobilization and Demobilization for Digester Cleaning Work	Fifty-percent of lump sum may be claimed for payment upon initiation of disposal of digester contents. The remaining fifty-percent may be claimed upon completion of digester cleaning.
2. Digester Cleaning	One-hundred-percent may be claimed for payment upon completion of digester cleaning.
3. Disposal of Digester Contents	Payment may be claimed for dry tons of digester contents transported to permitted site as substantiated by weight or load slip delivered to Owner’s Representative.
4. Over-Excavation Under Pavement and Under Facilities not Considered for Contractor Designed Ground Improvement as Specified in Section 31 68 20, Contractor Designed Ground Improvement	Payment for over-excavation may be claimed based on the field measured quantity of Earthfill or Granular Fill backfill placed, compacted, and accepted.

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5A. Over-Excavation for Facility No. 050 (6A, 7A, and 8A similar)	Payment for over-excavation may be claimed based on the field measured quantity of Earthfill or Granular Fill backfill placed, compacted, and accepted.
5B. Ground Improvement for Facility 050 (6B, 7B, and 8B similar)	Payment for ground improvement may be claimed when installation has been completed for the Facility.

1.08 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by Owner.
6. Material remaining on hand after completion of Work.

1.09 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings, as defined in Section 01 33 00, Submittal Procedures, and preliminary operation and maintenance data, as defined in Section 01 78 23, Operation and Maintenance Data, have been submitted and are acceptable to Engineer.

1. To be eligible for partial payment, equipment or materials must be stored at a location acceptable to the Owner, not further than 20 miles from the project site to allow for Owner inspection, and in accordance with Section 01 61 00, Common Product Requirements, Article 1.06, Handling, Storage, and Protection. Partial payment for delivered or stored equipment or materials is limited to fifty percent of the equipment/material cost.

B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

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**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**