

**CITY OF ARKANSAS CITY
COWLEY COUNTY, KANSAS**

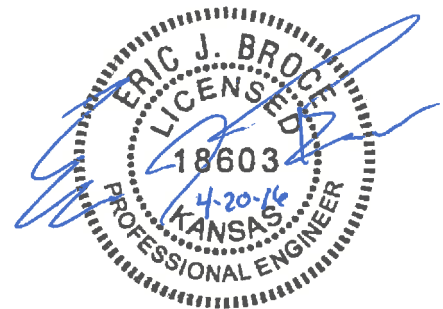
SPECIFICATIONS AND CONTRACT DOCUMENTS

for

**WASTEWATER TREATMENT FACILITY BLOWER AND
CONTROL SYSTEM IMPROVEMENTS**

CITY PROJECT NO.: WWTP-P-16-001

APRIL 2016



City of Arkansas City, Kansas

**Public Works Department
118 W. Central
Arkansas City, Kansas 67005**

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SECTION 00011 - ADVERTISEMENT FOR BIDS

PROJECT: WASTEWATER TREATMENT FACILITY BLOWER AND CONTROL SYSTEM IMPROVEMENTS

PROJECT NO.: CITY PROJECT NO. WWTP-P-16-001

OWNER: CITY OF ARKANSAS CITY, KANSAS

ADDRESS: City Hall, 118 W. Central, Arkansas City, Kansas 67005

Sealed bids for the installation of a new blower and control system at the Wastewater Treatment Facility, Arkansas City, KS will be received by the City Clerk of the City of Arkansas City, Kansas at City Hall, 118 West Central, Arkansas City, Kansas until, **1:30 P.M., WEDNESDAY, MAY 11, 2016.**

Bids will be opened in the City of Arkansas City Conference Room following the closing time for receipt of bids. All Bidders are welcome to be present.

The Project consists of the following construction items:

INSTALLATION OF A NEW VARIABLE SPEED BLOWER AND CONTROL SYSTEM.

The CONTRACT DOCUMENTS may be obtained from the City of Arkansas City Public Works Department, 118 W. Central, Arkansas City, Kansas 67005.

Each Bid must be made in conformance with the Information For Bidders and each Bid must be accompanied by a Bidder's bond, certified check, or cashier's check drawn on a solvent bank in the amount of not less than 5% of the total amount Bid as provided for in the Information For Bidders.

Bidders must attend a pre-bid conference scheduled for 1:30 P.M., Wednesday, May 4, 2016 at 1701 S. M Street, Arkansas City, Kansas to be eligible to submit a bid.

Bidders must be able to present satisfactory evidence that they have been regularly engaged in this type of construction work or are familiar therewith and that they are fully prepared with the necessary capital and machinery required to conduct the work to the satisfaction of the Owner.

The Owner reserves the right to reject any or all Bids and to waive any irregularities or informalities in making a contract award in their own best interests. No Bid will be accepted from any person or firm, who is in arrears to the Owner on any debt or who has failed in previous contracts to comply with the requirements of the specifications or contract documents.



Eric J. Broce, P.E.
Public Works Director, Arkansas City, Kansas

4-20-16

Date:

SECTION 00100 - INSTRUCTION TO BIDDERS

BIDS will be received by the City Clerk of the City of Arkansas City, Kansas (herein called the "OWNER"), at City Hall, 118 W. Central, Arkansas City, KS 67005 until 1:30 p.m. (Local Time) May 11, 2016, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the City of Arkansas City at City Hall, 118 W. Central / P.O. Box 778, Arkansas City, KS. 67005. Each sealed envelope containing a BID must be plainly marked on the outside as BID for WASTEWATER TREATMENT FACILITY BLOWER AND CONTROL SYSTEM IMPROVEMENTS and the envelope should bear on the outside the name of the BIDDER, with address and license number, if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at City Hall, 118 W. Central, Arkansas City, Kansas

There will be a **mandatory pre-bid conference scheduled for 1:30 P.M., WEDNESDAY, May 4, 2016 located at 1701 South M Street, Arkansas City, Kansas**. No BID will be accepted from any BIDDER who does not attend this pre-bid conference.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in with ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and right-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an office, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BID BONDS of all except the three lowest responsive responsible BIDDERS. When the AGREEMENT is executed, the BID BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the CONSTRUCTION BONDS have been executed and approved, after which the BID BOND will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND, a payment BOND, and a statutory BOND will NOT be required as part of this contract.

Attorneys-in-fact who sign BID BONDS, must file with such BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the CONTRACT AGREEMENT and provide proof of insurance within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary CONTRACT AGREEMENT. In case of failure of the BIDDER to execute the CONTRACT AGREEMENT, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable CONTRACT AGREEMENT signed by the party to whom the CONTRACT AGREEMENT was awarded shall sign the CONTRACT AGREEMENT and return to such party an executed duplicate of the CONTRACT AGREEMENT. Should the OWNER not execute the CONTRACT AGREEMENT within such time period, the BIDDER may by WRITTEN NOTICE withdraw his signed CONTRACT AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the CONTRACT AGREEMENT and to complete the WORK contemplated therein.

No BID will be accepted from any BIDDER who is in arrears to the OWNER on any debt or who has failed in previous contracts to comply with the requirements of the specifications or other CONTRACT DOCUMENTS.

Each BIDDER agrees to waive any claim it has or may have against the OWNER, the ENGINEER, and respective employees, arising out of or in contention with the administration, evaluation or recommendation of any BID.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout.

Each BIDDER is responsible for inspecting and investigating the site for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation with respect to the BID.

The BIDDER agrees to abide by the requirements under the Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in these specifications.

The low BIDDER shall supply the names and addresses of major material suppliers when requested to do so by the OWNER.

The OWNER is **CITY OF ARKANSAS CITY, KANSAS**. Questions about this PROJECT should be directed to the Environmental Services Superintendent, Rod Philo. The telephone number is (620) 441-4480.

Prospective BIDDERS having any doubt as to the true meaning or intent of any part of the SPECIFICATIONS, or other CONTRACT DOCUMENTS may submit a written request for any interpretation thereof to the OWNER. Any interpretation which would affect the cost, quality, or character of the PROJECT will be made by ADDENDUM; such ADDENDUM will be mailed or delivered to each person to whom the CONTRACT DOCUMENTS have been issued. The OWNER will not be responsible for any explanation or interpretation of the CONTRACT DOCUMENTS mentioned which may be made in any other manner.

SECTION 00300 - BID FORM

CITY PROJECT No: WWTP-P-16-001

CONTRACT IDENTIFICATION: WASTEWATER TREATMENT FACILITY BLOWER AND CONTROL SYSTEM IMPROVEMENTS

PROJECT OWNER: CITY OF ARKANSAS CITY, KANSAS

This BID is submitted to: City of Arkansas City

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with the OWNER in the form included in the CONTRACT DOCUMENTS to perform and furnish all WORK as specified or indicated in the CONTRACT DOCUMENTS for the CONTRACT PRICE and within the CONTRACT TIME indicated in this BID and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS.
2. BIDDER accepts all of the terms and conditions of the ADVERTISEMENT FOR BIDS and INSTRUCTION TO BIDDERS. This BID will remain subject to acceptance for sixty (60) days after the day of BID opening. BIDDER will sign and submit the CONTRACT AGREEMENT with the Bonds, proof of insurance and other documents required by the bidding requirements within fifteen (15) days after the date of the NOTICE OF AWARD.
3. In submitting this BID, BIDDER represents, as more fully set forth in the CONTRACT AGREEMENT, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE:

ADDENDA NO.:

- (b) BIDDER is familiarized with the nature and extent of the CONTRACT DOCUMENTS, work, site, locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are included in the Bidding Documents and accepts the extent of the technical data contained in such reports and drawings upon which the BIDDER is entitled to rely.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (b) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the WORK at the CONTRACT PRICE, within the CONTRACT TIME and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS, and that no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the CONTRACT DOCUMENTS with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect to said underground facilities are or will be required by BIDDER in order to perform and furnish the WORK at the CONTRACT PRICE, within the CONTRACT TIME and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS.
- (f) BIDDER has correlated the results of such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the CONTRACT DOCUMENTS.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that has been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by the ENGINEER is acceptable to the BIDDER.
- (h) BIDDER agrees to waive any claim it has or may have against the OWNER, the ENGINEER, and respective employees, arising out of or in connection with the administration, evaluation or recommendation of any BID.
- (i) This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID. BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the OWNER.

4. BIDDER shall complete the WORK for the following price(s):

BASE BID – WASTEWATER TREATMENT FACILITY BLOWER AND CONTROL SYSTEM IMPROVEMENTS:

Item No.	Description In Words	Approx. Quantities	Unit	Unit Prices In Figures	Amount In Figures
1.	Remove existing Blower Unit	1	LS	\$ _____	\$ _____
2.	Install new Rotary Blower Unit Air Flow Monitor and modify piping	1	LS	\$ _____	\$ _____
3.	Install Variable Frequency Drive	1	LS	\$ _____	\$ _____
4.	Install Pilot Control Panel, Instrumentation And System Integration	1	EA	\$ _____	\$ _____
5.	Electrical Work	1	LS	\$ _____	\$ _____
6.	Start-up and Operator Training	1	LS	\$ _____	\$ _____

TOTAL BASE BID AMOUNT \$ _____

(In Words): _____

Quantities are not guaranteed. Final payment will be based on actual quantities.

5. BIDDER agrees that the WORK:

Will be substantially complete within **30 Calendar Days** after the date when the CONTRACT TIME commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within **40 Calendar Days** after the date when the CONTRACT TIME commences to run.

BIDDER accepts the provisions of the CONTRACT AGREEMENT as to liquidated damages in the event of failure to complete the WORK on time.

6. The following are attached to and made a condition of this BID:

- (a) Required BID Security in the form of 5% of total agreed BID.
- (b) A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in the BID.
- (c) Required BIDDER's Qualification Statement with supporting data.

7. Communications concerning the BID shall be addressed to:

Rod Philo, Environmental Services Superintendent
City of Arkansas City
(620) 441-4480

8. The terms used in this BID which are defined in the General Conditions of the Construction Contract included as part of the CONTRACT DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED ON _____, 2016

IF BIDDER IS:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____

(Name of Person Authorized to Sign)

(Title)

(CORPORATE SEAL)

Attest _____

Business Address: _____

Phone Number: _____

A Joint Venture

By _____

(Name)

Business Address: _____

By _____

(Name)

Business Address: _____

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

SECTION 00370 – BIDDERS QUALIFICATIONS

1. BIDDERS QUALIFICATIONS AND SUBCONTRACTING

To evaluate the Bidders qualifications for acceptance on this Project, the Owner requests the following:

- a. Previous Experience (Projects of similar construction detail).

<u>Location</u>	<u>Year</u>	<u>Type</u>	<u>Material Type & Size</u>	<u>Approximate Bid</u>

- b. List of Subcontractors that shall be used on this Project.

<u>Name</u>	<u>Type of Work</u>

This Report is an integral part of the Proposal and must be submitted with Bid.

Date _____, 2016

By _____

Title _____

00410 BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID BID DUE DATE: _____, 2016
PROJECT: _____

BOND BOND NUMBER: _____
DATE (Not later than Bid due date): _____, 2016
PENAL SUM: _____

(Words)

(Figures)

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

BIDDER (Seal)

SURETY (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title

Signature and Title (Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title

Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

SECTION 00500 - CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the ___ day of _____ in the year 2016 by and between _____
City of Arkansas City, Kansas (hereinafter called OWNER) and _____
_____ (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the CONTRACT DOCUMENTS. The WORK is generally described as follows:

WASTEWATER TREATMENT FACILITY BLOWER AND CONSTROL SYSTEM IMPROVEMENTS

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

Install a new variable speed blower unit, instrumentation, air flow meter, control panel and provide start-up.

ARTICLE 2. CONTRACT TIME

- 2.1. The WORK shall be completed and ready for service by the dates indicated on the BID FORM.
- 2.2. Liquidated Damages: OWNER and CONTRACTOR 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 2.1 above, plus any extensions thereof justifiably allowed. They 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 the OWNER Three Hundred Dollars (\$300.00) for each calendar day that expires after the time specified in paragraph 2.1 for Substantial Completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the CONTRACT TIME or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Three Hundred Dollars (\$300.00) for each calendar day that expires after the time specified in paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

- 3.1 OWNER will pay CONTRACTOR for completion of the WORK in accordance with the CONTRACT DOCUMENTS in current funds as follows:

CONTRACTOR'S UNIT BID is attached as Exhibit No. 1.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment to the OWNER for review. Applications for Payment will be processed by the OWNER and submitted for Payment as indicated below.

- 4.1. Progress Payments: OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in the BID FORM.

- 4.1.1. 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 OWNER may withhold as retainage.

90 percent of WORK completed. If WORK has been 50 percent completed as determined by OWNER, and if the character and progress of the WORK have been satisfactory to the OWNER, the OWNER may determine that as long as the character and progress of the WORK remain satisfactory to them, there will be no additional retainage on account of WORK completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the WORK completed.

90 percent of materials and equipment not incorporated in the work (but delivered, suitably stored and accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens, and evidence the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER).

- 4.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold.

- 4.2. Final Payment: Upon final completion and acceptance of the WORK, OWNER will pay the remainder of the Contract Price as recommended by the ENGINEER.

ARTICLE 5. CONTRACTOR REPRESENTATIONS

In order to induce OWNER to enter into the AGREEMENT, CONTRACTOR makes the following representations:

- 5.1. CONTRACTOR is familiarized with the nature and extent of the CONTRACT DOCUMENTS, work, site, locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.

ARTICLE 6. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise the entire agreement between the OWNER and CONTRACTOR concerning the WORK consist of the following:

- 6.1 This Agreement (pages 00500-1 to 00500-4)
- 6.2 Notice of Award
- 6.3 Technical Specifications
- 6.4 Addendum Number 1
- 6.5 BID FORM (pages 00300-1 to 00300-5, inclusive) marked Exhibit 1.
- 6.6 Any documentation submitted by CONTRACTOR prior to Notice of Award.

There are no CONTRACT DOCUMENTS other than those listed above in the ARTICLE 6. The CONTRACT DOCUMENTS may only be amended, modified or supplemented by written agreement between the CONTRACTOR and OWNER.

ARTICLE 7. MISCELLANEOUS

- 7.2. No assignment by a party hereto of any rights under or interests in the CONTRACT DOCUMENTS will be binding on another party hereto without the written consent of the party sought to be bound; specifically but without limitation moneys that may become due and moneys 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 will release or discharge the assignor from any duty or responsibility under the CONTRACT DOCUMENTS.
- 7.3. 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 of all covenant, agreements and obligations contained in the CONTRACT DOCUMENTS.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this AGREEMENT in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the CONTRACT DOCUMENTS have been signed or identified by the OWNER and CONTRACTOR.

This AGREEMENT will be effective on _____

OWNER

CONTRACTOR

City of Arkansas City, Kansas

By _____
Nick Hernandez, City Manager

By _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

City of Arkansas City

P.O. Box 778 / 118 W. Central

Arkansas City, Kansas 67005

License No. _____

Agent for service of process:

(If CONTRACTOR is a corporation,
attach evidence of authority to
sign)

SECTION 00650 – ASSURANCE OF CONTRACTOR COMPLIANCE FORM

All individuals or organizations that contract with the City of Arkansas City, Kansas or otherwise, those who are the recipients of funds for the purpose of constructing, altering, or adding to the City of Arkansas City, Kansas buildings or facilities, must complete, sign and return this form with your contract. If you have questions regarding this form, or if you require this material in an alternate format, please contact the City of Arkansas City, Kansas ADA Coordinator at (620) 441-4420. *Hearing and/or Speech impaired persons using a TDD/TTY may contact us through the Kansas Relay Center at 1-800-735-2966.*

ADA / 504 General Information

Federal and State Laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973 as amended (504), and the Americans with Disabilities Act of 1990 (ADA) require that the City of Arkansas City, Kansas and all organizations or firms contracting with the City of Arkansas City, Kansas except those providing tangible goods, comply with ADA /504 Accessibility Requirements.

Contractor Assurance of Compliance

As a contractor or funding recipient from the City of Arkansas City, Kansas, I understand that Federal and State Laws prohibit discrimination in Public Entities and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of Federal Funds (either directly or through contracting with a local Governmental Entity receiving Federal Funds) to make their programs, services, and activities, when viewed in their entirety, accessible to qualified and/or eligible people with disabilities. I agree to comply with all City, State, and Federal Laws, including related Building Guidelines/Codes, and specifically the Americans with Disabilities Accessibility Guidelines (ADAAG).

I agree that any violation of the specific provisions of the ADA or 504, which are applicable to my organization or work my organization is currently performing or has performed at the City of Arkansas City, Kansas, buildings or facilities, shall be deemed a breach of the material provision of my Contract between the City of Arkansas City, Kansas and my organization. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of my organization’s Contract by the City of Arkansas City, Kansas.

I declare that (company name) _____ is in compliance with the applicable provisions of the ADA and 504 and declare that the foregoing information is true and correct.

_____, 2016
Signature of Authorized Signatory Date

Print Name of Authorized Signatory Title

Telephone

SECTION 01150 – SCOPE OF WORK

1. GENERAL

The OWNER requests work to be performed at the Arkansas City Wastewater Treatment Facility for a Blower and Control System improvement project generally consisting of the following items of work:

- 1.1 Remove one (1) existing Blower Unit (Contractor may salvage)
- 1.2 Install one (1) new Rotary Blower Unit as specified in paragraph 2.
 - (1) Modify existing header piping to isolate the new Blower Unit from the two existing Blower Units. Install fittings, adaptors and isolation valve as necessary. The existing two Blower Units will be utilized as backup units only when needed.
 - (2) Install an in-line air flow meter in the discharge pipe along with discharge valve in accordance with the manufacturer's recommendations.
- 1.3 Install one (1) Wall Mounted VFD as specified in paragraph 2. The VFD shall vary the volume output of the Blower Unit by modifying the motor's rpm through frequency inversion.
- 1.4 Install one (1) Wall Mount Pilot Control Panel for interface with the new Blower Unit, VFD, and instrumentation including the air flow meter and existing dissolved oxygen (DO) meter.
 - (1) The Control Panel shall be installed in a NEMA 12 Deadfront with a live inner door.
 - (2) The Control Panel instrumentation shall include the following:
 - Allen Bradley MicroLogix 1400 PLC (SCADA Ready Ethernet Connection)
 - Allen Bradley Panel view Plus 10" Compact OIT (color).
 - Transient Voltage Surge Suppressor (TVSS)
 - Alarm Horn
 - Pilot Lights for pump run, fail, and control power on
 - Control power on/off selector switch
 - Start/Stop push buttons
 - Emergency stop
 - 5 port Ethernet Switch
 - (2) The Control Panel shall be integrated with the existing Siemens Water SCADA system to provide automatic control of the blower based on DO, timed intervals, and set point adjustment capability for the DO and timer controls. The Contractor shall utilize R.E. Pedrotti Company, Inc. for the system integration. The Contractor shall include the cost for R.E. Pedrotti Company, Inc. to provide the system integration in the scope of work items.
- 1.5 Contractor shall be responsible to install all necessary electrical wiring, terminations, disconnect switches per manufacturer's requirements for each piece of equipment specified for this project.
- 1.6 Contractor shall schedule and pay for a site visit for the manufacturer's representative to provide start-up for the Blower Unit, control panel, air flow meter,

VFD and check the existing DO meter configuration. The Contractor shall also provide operator training, manufacturer's schematics and operation manuals for all new systems.

2. MATERIALS:

2.1 Blower Unit: The blow unit shall be a Kaeser Rotary Blower DB236C or approved equal.

2.2 VFD Unit: The variable frequency drive unit shall be a Yaskawa CIMR-PU4A0044FAA, wall mount, 480V, 30HP, 44A NEMA-1 or approved equal.

2.3 Control Panel: The pilot control panel shall be a wall mount panel with Allen Bradley Micrologix Programmable Logic Controller and PanelView Plus Compact 10" Operator Interface Terminal or approved equal.

2.4 Air Flow Meter and Misc. Materials: The Contractor shall provide submittals for all additional equipment and materials to the Owner for approval if not specified as indicated above.