



# INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE

PURCHASING DEPARTMENT

423/975-2715

[WWW.JOHNSONCITYTN.ORG/PURCHASING](http://WWW.JOHNSONCITYTN.ORG/PURCHASING)

**Bid Name / Number** FLOCCULATOR DRIVES /#6027  
**Due Day / Date / Time** Wednesday / March 23, 2016 / 1:30 PM  
**Bid Location / Mail Address** Johnson City Purchasing Department, Debbie Dillon-Director,  
 209 Water Street (37601), P O Box 2150 (37605), Johnson City, TN  
**Bid Contact / Telephone** Jim Sipe (423) 423/483-5969; [jsipe@johnsoncitytn.org](mailto:jsipe@johnsoncitytn.org) ;or [purchasing@johnsoncitytn.org](mailto:purchasing@johnsoncitytn.org)  
**Bid Issue Date** March 3, 2016  
**Delivery Location** Watauga Water Treatment Plant, 203 Dalewood Dr., Johnson City, TN 37605  
**FOB** Destination, freight prepaid and allowed - Johnson City, TN  
**Payment Terms** Net 30

**Bidder is responsible for completing the remaining portion of this bid document**

Item	Qty	DESCRIPTION	UNIT PRICE	TOTAL
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1.	3 ea	Flocculator drives as per attached bid documents that are an integral part of this bid.	\$ _____	\$ _____
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Specify Drives proposed: \_\_\_\_\_

Delivery timeframe: \_\_\_\_\_

BID SUBMITTALS AS PER 1.03 ATTACHED.

NOTE: Reference of brand names is to establish a quality level. Any alternates must include product specifications and brochures. A product demonstration may be required, at vendors expense.

**Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate your approval of Cooperative Purchasing Agreement. \_\_\_\_\_ Yes  
\_\_\_\_\_ No.**

**Bidder's Check List** Place a check mark  by all areas to signify compliance.

<input type="checkbox"/> Bid signed in ink by authorized company representative	<input type="checkbox"/> Bid prices, extensions and total verified as correct
<input type="checkbox"/> Addenda initialed and returned with bid, if applicable	<input type="checkbox"/> Return completed price sheet & specification checklists

By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached Bid/RFP General Terms & Conditions and the City's Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted.

**SUBMITTAL INSTRUCTIONS:**

**Place signed bid response in a sealed envelope plainly identified on the outside in the lower left corner with the Bid Name and Number. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon-Director, P. O. Box 2150 (37605), 209 Water Street (37601) Johnson City, TN on or before the bid opening date and time.**

**Firm Name** \_\_\_\_\_

**By** \_\_\_\_\_

**PRINTED & SIGNED**

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Fax** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**ELECTRONIC RESPONSES ARE NOT ACCEPTABLE.**

**BID MUST BE SIGNED TO BE VALID**



# WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS

## Certification Statement

Bidder must complete and return this form for the bid to be considered responsive. Variances must be clearly identified and bidder may use a separate sheet if necessary. Failure to comply with any part of the specifications will not remove that bid from consideration but will indicate a variance on which the City alone will determine the importance to the overall performance of the item and suitability for the intended purpose. Any omission from the specifications shall not relieve the bidder from the responsibility of furnishing **flocculator drives** ready for use.

By completing this form, the bidder hereby certifies and complies with the below specification sections. Any variances must be listed here, otherwise full compliance is understood.

- 1.01 Scope of Work \_\_\_\_\_
- 1.02 References \_\_\_\_\_
- 1.03 Bid Submittals \_\_\_\_\_
- 1.04 Performance & Design Requirements \_\_\_\_\_
- 1.05 Delivery & Billing \_\_\_\_\_
- 2.01 Acceptable Manufacturers \_\_\_\_\_
- 3.01 Products \_\_\_\_\_
- 3.02 Fabrication \_\_\_\_\_
- 3.03 Surface Preparation \_\_\_\_\_
- 4.01 Installation \_\_\_\_\_
- 4.02 Warranty \_\_\_\_\_
- 4.03 Manufacturer's Services \_\_\_\_\_

**COMPLETE AND RETURN WITH BID PACKAGE**



# WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS

## **1.01 SCOPE OF WORK**

- A. The City of Johnson City, Tennessee is planning to replace each of the flocculator drives for the existing horizontal paddle wheel flocculators in Flocculation Basin No. 1 and No. 2 at the Watauga Water Treatment Plant. The Plant is a conventional surface water treatment plant with a current maximum day capacity of 24 MGD.
- B. The specification may not cover all details for the installation/manufacturer of the drives. It is the intent of this specification, whether specifically indicated or not, to have the Vendor provide all components, bolts, gaskets, fasteners, fittings, couplings and supports required for the installation of three (3) complete and fully operational drive systems.
- C. Each drive system shall generally include, but not be limited to the following:
  - 1. Dual-output gear motor
  - 2. Manual jaw clutches (2 per drive)
  - 3. Dry-well split roller bearings (2 per drive)
  - 4. Stuffing boxes (2 per drive)
  - 5. Stainless steel shafting
  - 6. Drive bearing support structure
  - 7. Flexible coupling
- D. The existing flocculators are the equipment of Link-Belt Company and were installed in 1968. Attached, for the Vendor's information only, are the original shop drawings for the horizontal paddle wheel flocculators and drives. The shop drawings may not reflect existing conditions, which shall be confirmed by the Vendor. The Owner and Engineer assume no responsibility as to the accuracy of the shop drawings.
- E. The tip speed of the existing horizontal flocculators is 1.5 fps to 0.5 fps to minimize floc shear while maintaining particle suspension. The tip speed is manually adjusted by plant staff by adjusting the speed of the drive motor with a VFD. The existing VFD is the product of Allen Bradley (rated for 5 hp) and will remain in service to control the speed of the new flocculators.
- F. The equipment covered by this specification is intended to be standard equipment of proven ability by a manufacturer who is regularly engaged in the fabrication and manufacturer of water treatment equipment for municipalities. The manufacturer shall have five (5) years successful documented experience in the United States manufacturing flocculation equipment for water treatment plants and shall have successfully designed and supplied flocculation equipment for at least five (5) municipalities in the United States. The systems shall have been in operation for a minimum of two (2) years.



# WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS

## 1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Bearing Manufacturers Association (ABMA):
    - a. 9, Load Ratings and Fatigue Life for Ball Bearings.
    - b. 11, Load Ratings and Fatigue Life for Roller Bearings. American Gear
  2. American Gear Manufacturers Association (AGMA):
    - a. 2004-B89, Gear Materials and Heat Treatment Manual.
    - b. 6001-097, Design and Selection of Components for Enclosed Gear Drives.
    - c. 6010-F97, Standard for Spur, Helical, Herringbone and Bevel Enclosed Drives.
  3. American Iron and Steel Institute (AISI).
  4. American Society of Mechanical Engineers (ASME):
    - a. B1.20.1, Pipe Threads, General Purpose (Inch).
    - b. B16.5, Pipe Flanges and Flanged Fittings NPS 1/2 Through NPS 24.
  5. ASTM International (ASTM)
    - a. A36/A36M, Standard Specification for Carbon Structural Steel.
    - b. A276, Standard Specification for Stainless Steel Bars and Shapes.
  6. National Electrical Manufacturers Association (NEMA): MG 1, Motors and Generators.
  7. The Society for Protective Coatings (SSPC).

## 1.03 BID SUMITTALS

- A. Submit, as part of the bid, the following:
1. The equipment manufacturer shall select the drive motor horsepower and gear reduction to maintain the existing paddle tip speed range and velocity gradient. Process design calculations confirming the tip speed and horsepower requirements shall be prepared by the manufacturer and sealed by a currently registered professional engineer. The rating of motors shall be adequate to continuously drive the flocculators under any condition of operation.
  2. Manufacturer's literature, illustrations, specifications, and engineering data including mounting, external connection details, and performance data.
  3. Drawings shall show dimensions, overall arrangement of equipment and materials of construction.



# **WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS**

## **1.04 PERFORMANCE AND DESIGN REQUIREMENTS**

- A. The equipment shall be designed to accomplish mixing and tapered flocculation in the existing basins without shearing or destabilizing the agglomerated floc particles.
- B. The equipment shall be designed at a design reference water temperature of 33° F.
- C. Aluminum Based Coagulants are added as a coagulant prior to the flocculation process.

## **1.05 DELIVERY & BILLING**

- A. All products shall be delivered to the Watauga Water Treatment Plant, located at 203 Dalewood Drive, Johnson City, Tennessee, 37605.
- B. Billing information will be included on the Purchase Order.

## **2.01 ACCEPTABLE MANUFACTURERS**

- A. The equipment shall be manufactured by Jim Myers & Sons, Inc., Charlotte, NC, or approved equal.
- B. For approved equals, not named above, the Vendor shall submit information as outlined in Section 1.03 and include a list of locations and contact information of successful flocculator drive replacement projects. This information shall be included with the bid.

## **3.01 PRODUCTS**

### **A. Shafting System**

- 1. Stuffing Box
  - a. Stuffing boxes will be T-304 stainless steel construction with bronze bushings and retainer gland. The stuffing box will be designed with a minimum of six (6) rows of packing material and will incorporate a lantern ring located within the rows of packing for grease lubrication and sealing. An external grease fitting will be provided. The packing will be externally adjustable.



## WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS

- b. The flocculation equipment manufacturer may reuse the existing wall sleeve with the new stuffing boxes. New sleeves, if required, shall be a steel wall sleeve with water stop for each stuffing box. The wall sleeve shall be grouted in place with non-shrink grout (Sika Corporation, Sikagrout 212). Two sets of stainless steel link seals will be provided for each stuffing box to seal between the stuffing box and the wall sleeve.
  - c. Bearings shall be provided on the dry well side of the stuffing box to prevent excess wear on the stuffing box. These bearings shall be split cylindrical roller bearings. The existing wet side bearings will remain in service in their current location.
2. Bearings
- a. Shaft bearings shall have a length to diameter ratio of 2.0.
  - b. Bottoms of bearing housings shall be machined to provide an accurate and uniform bearing area.
  - c. Split cylindrical roller bearings shall have race and rollers manufactured from high carbon-chrome alloy and ground to a high finish. The bearing shall be assembled as a split cartridge housing with a spherically machined outside diameter. The cartridge housing shall be mounted on a split pedestal or flange mount.
  - d. Split cylindrical bearings shall incorporate a split triple labyrinth seal that prevents contaminants from entering the carbide assembly.
  - e. Split cylindrical roller bearings shall be as manufactured by Cooper, or equal.
3. Bearing Base Plate Assemblies
- a. Bearings shall be mounted on fabricated Type 304 stainless steel base plates, minimum 1/2" thick. Bearing bases shall be slotted for coarse bearing alignment. Jack blocks and bolts shall be provided for fine bearing alignment and to lock bearings in place after alignment.
  - b. Each bearing and base plate sub-assembly shall be suitably supported and anchored to the drive/bearing support platform by Type 304 stainless steel anchors, minimum 5/8" diameter, that allow for 2" leveling adjustment.



# WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS

## B. Drive System

### 1. Drive Motor

- a. Integral gearmotors shall be energy efficient squirrel cage, induction type with totally enclosed fan-cooled frames. Insulation shall be class F minimum. Maximum temperature rise above ambient shall not exceed the value specified for Class B rise.
- b. The motors shall have 120 volt windings space heaters to prevent internal condensation.
- c. Electrical characteristics shall be 460 volts, 3 phase, 60 Hz. Motors shall be provided with 1.15 service factor.
- d. Motors shall be equipped with oil or grease lubricated anti-friction bearings have a minimum of L-10 life of 80,000 hours, as defined by AFBMA.
- e. Motor shall be as manufactured by SEW Eurodrive, Baldor, or equal and suitable for use with the existing VFDs.

### 2. Gear Reducers

- a. Drive units shall be as manufactured by SEW Eurodrive for severe duty and contain wash down duty features. The drive units will be mounted in an existing dry well adjacent to the flocculation basins and shall operate two (2) opposing paddle wheel flocculators.
- b. Each drive unit shall be constant speed and designed to provide speed and output torque as required by process design. The gearbox shall be parallel helical or helical bevel gearing as required by site constraints.
- c. Each drive unit shall be designed and arranged to maintain existing rotation as indicated on the drawings.



## WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS

- d. Each gear reducer shall be a heavy-duty, foot-mounted, concentric gear unit completely enclosed in a housing of cast iron or fabricated steel construction. The gear reducer shall be specifically designed for the application intended and shall be suitable for connection to the output shaft. General maintenance, specifically including motor changes, gear changes, bearing replacement and maintenance of the oil lubricating system shall not require the removal of the gear reducer housing from its mounting base.
- e. The gear reducer shall be designed and rated for a minimum of AGMA II with a service factor of 1.2 applied to the motor nameplate rating or 1.5 applied to the process load, whichever is greater.
- f. All gearing shall be designed, constructed, stamped and rated for the AGMA service factor specified herein.
- g. The thermal rating of gear reducer shall exceed the design mechanical rating to preclude the need for external cooling equipment. External cooling devices are not acceptable.
- h. The gear reducer output shaft shall be constructed and supported so that the shaft deflection caused by the operating loads does not affect alignment of the reducer bearings or cause misalignment of the gearing during operation of the flocculator.
- i. All shafting shall be Type 304L stainless steel solid shafting, straight and true. Calculations supporting all shaft design criteria (stresses) shall, upon request, be supplied with approval drawings.
- j. Each drive unit shall include a suitably sized positive-type manual jaw clutch for connection and disconnection of shafts at the equipment drive. Clutch shall be painted cast iron and supplied complete with shift lever with yoke, bronze shifter band and fulcrum.
- k. All bearings in the speed reducer shall be anti-friction type and shall have a minimum L-10 life of 80,000 hours. The units shall be oil lubricated. All gears and bearings shall be protected from rusting during storage by the application of a shop-applied protective coating.



## WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS

### 3. Drive Base Plate Assembly

- a. Drives shall be mounted on adjustable drive base plate assembly. The drive base plate assembly shall consist of a sole plate, a leveling plate, four 1" diameter all thread leveling rods with stainless steel nuts to adjust the elevation of the drive unit and allow for chain tensioning. A chain adjusting system using an idler sprocket or other means of chain tensioning shall not be acceptable.
- b. The sole plate shall be Type 304L stainless steel, a minimum  $\frac{3}{4}$ " thick, and slotted for proper drive alignment. The sole plate is grouted in place after alignment confirmation.
- c. The leveling plate shall be Type 304L stainless steel and designed for all drive system loads, with a minimum  $\frac{5}{8}$ " thickness. The leveling plate shall be capable of elevation adjustment providing for the maximum required take-up of the drive chain with a minimum of 4".

### 4. Drive Chain & Sprockets

- a. Drive chains shall be NH-78 Type 403 stainless steel with chain tension rating of 3,300 lbf minimum.
- b. The drive sprocket shall consist of a machined stainless steel sprocket hub with UHMW-PE sprocket teeth machined to accurately engage drive chain.
- c. Driven sprockets shall consist of a split machined cast iron sprocket hub with segmental UHMW-PE teeth machined to accurately engage drive chain.
- d. All sprocket hardware shall be Type 316 stainless steel.
- e. Sprocket arrangement shall be designed so the maximum chain tension does not exceed the working load of the chain. Maximum ratio obtained through the drive and driven sprocket is 3:1.
- f. Sprockets shall be equipped with a shear pin, designed to provide torque overload protection for the drive. Upon shear pin failure a trip lug pop out of the sprocket. This trip lug will engage the lever arm of a limit switch. The limit switch will send a signal to shut off the drive.



## **WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS**

- g. Limit switch shall be the model 3SE03 as manufactured by Siemens or equal.
  - h. Provide a Type 304 stainless steel OSHA approved chain guard
5. Drive/Bearing Plate Support
- a. Drive and bearings shall be mounted on a fabricated structural steel support.
  - b. The support must be designed to fully support the equipment weight plus all dynamic loads of operation and limit deflection which could affect the successful long term operation of the equipment.
  - c. Support shall be designed for full span between the existing concrete base supports, as indicated on the drawings.
  - d. The completed support assembly shall be anchored to the existing concrete supports with stainless steel anchors. The support platform shall be leveled and grouted in place.
  - e. Support shall be manufactured from galvanized steel frame and stainless steel checkered plate.
6. Submerged Flexible Shaft Coupling
- a. Each drive unit assembly shall be coupled to the existing flocculator shaft with a new flexible disc coupling that allows for some misalignment of the shafts.
  - b. Coupling shall use a dual disc arrangement to allow for a minimum 0.125" parallel operational misalignment and 1/2 degree angular misalignment. The spacer shall be split.
  - c. Couplings shall have a theoretical infinite life at the catalog rated values of torque and misalignment. The coupling shall be no longer than 12" long.
  - d. All components including hubs, spacer, and disc shall be stainless steel.



# WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS

- e. Flexible Couplings shall be Rexnord's Thomas flexible close-coupled disc coupling series 54RD, Lovejoy's close-coupled split spacer disc coupling type SXCST-6, or JMS Mega-COUPLING.

## C. Hardware

1. All field assembly bolts and anchor bolts, nuts, and washers shall be Type 316 stainless steel.
2. All submerged connections shall utilize Type 316 stainless steel nylon insert locknuts.

## 3.02 Fabrication

1. All welded joints that will be fully or partially submerged shall be sealed watertight with continuous welds. All welding shall be performed in accordance with AWS standards.
2. The maximum extent possible, all parts and components shall be factory-assembled in sections convenient for field handling and installation through the existing hatches but requiring the minimum amount of work for field assembly. Any field assembly work shall be bolted. No cutting or welding should be required on either field assembly or erection.
3. Gears and gear drives as part of an equipment assembly shall be shipped fully assembled for field installation.
4. All assembled parts and components ready for shipment shall be securely bundled, coiled, or crated and adequately protected from damage and corrosion during shipment and storage.

## 3.03 Surface Preparation

- A. Submerged and non-submerged cast iron and fabricated carbon steel components shall be shop blasted & painted per the following.
  1. SSPC-SP10 near white blast cleaning with a 1.5 to 2.0 mil surface blast profile.



## **WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS**

2. Primer: TNEMEC Series V140F-1255 Potapox Plus beige primer 4.0-6.0 dry mils.
  3. Finish: TNEMEC Series V140F-15BL Potapox tank white finish 4.0-6.0 dry mils.
- B. Stainless steel, fiberglass, and UHMW-PE shall not be painted.
- C. All stainless steel surfaces shall be brush blasted in accordance with SSPC-SP7 before shipment.
- D. Drive unit shall include manufacturer's standard wash down duty paint system.

### **4.01 INSTALLATION**

- A. The shaft shall be aligned within 0.032" between bearings and within 0.065" over the entire shaft length.
- B. Anti-seize thread lubricant, which is NSF-61 approved, shall be applied to the male threads of all stainless steel bolts at the time of the assembly.

### **4.02 Warranty**

- A. The supplier shall guarantee in writing that the equipment furnished is appropriate for the intended service and shall be free of manufacturing and fabrication defects in material and workmanship for a period of 1 year after the equipment is satisfactorily placed in service.

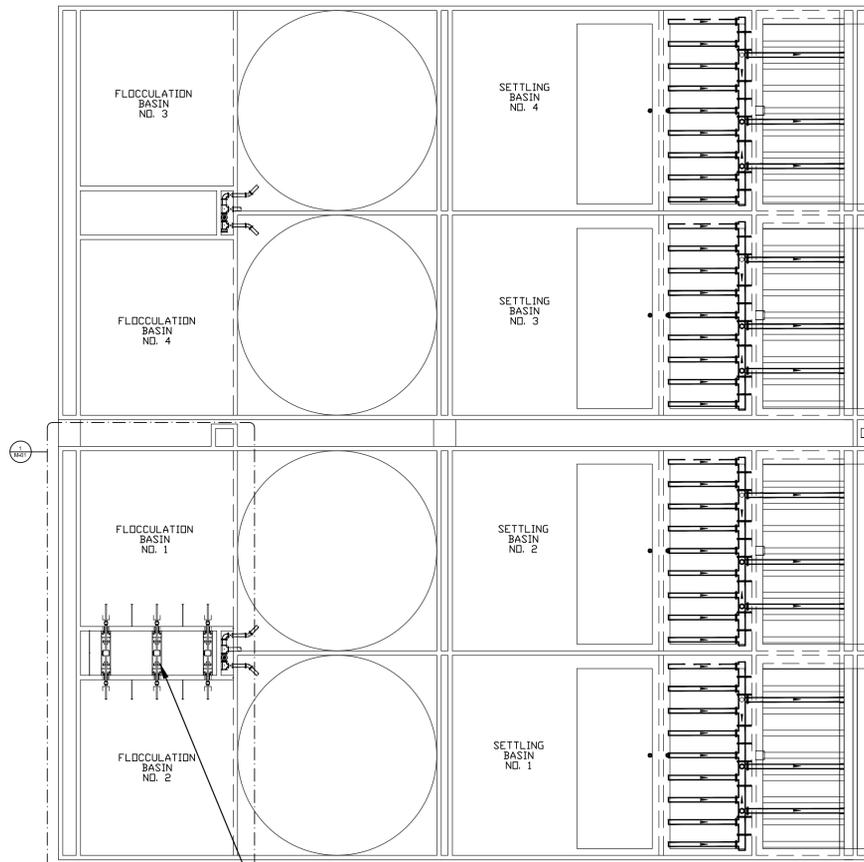
### **4.03 Manufacturer's Services**

- A. Manufacturer's Field Services: The Contractor shall provide the following services in addition to any other services specified herein, and required by these Specifications.
1. A factory trained manufacturer's representative shall be provided for a minimum of one (1) trip for a minimum of one (1) eight hour day to provide installation supervision, start-up and field testing services, and O&M training services. The start-up and field testing services, and the O&M services shall be coordinated with the Owner.



## **WATAUGA WTP FLOCCULATOR DRIVES TECHNICAL SPECIFICATIONS**

2. After installation supervision and field testing services by the manufacturer, the Contractor shall submit to the Owner, a certification letter on the manufacturer's letterhead and signed by the manufacturer certifying that the equipment was installed per the manufacturer's recommendations.
3. At the end of a thirty (30) day operating period, the Contractor shall again utilize the services of a qualified manufacturer' service engineer for one (1) 8-hour day to make final adjustments to the equipment and to again discuss operation and maintenance procedures and answer questions concerning equipment operation for the Owner's personnel.
4. The manufacturer shall provide start-up reports covering start up activities. These reports shall include system voltage and amperage readings at 20% and 100% speed.
5. The manufacturer shall provide operator training to all required plant personnel.



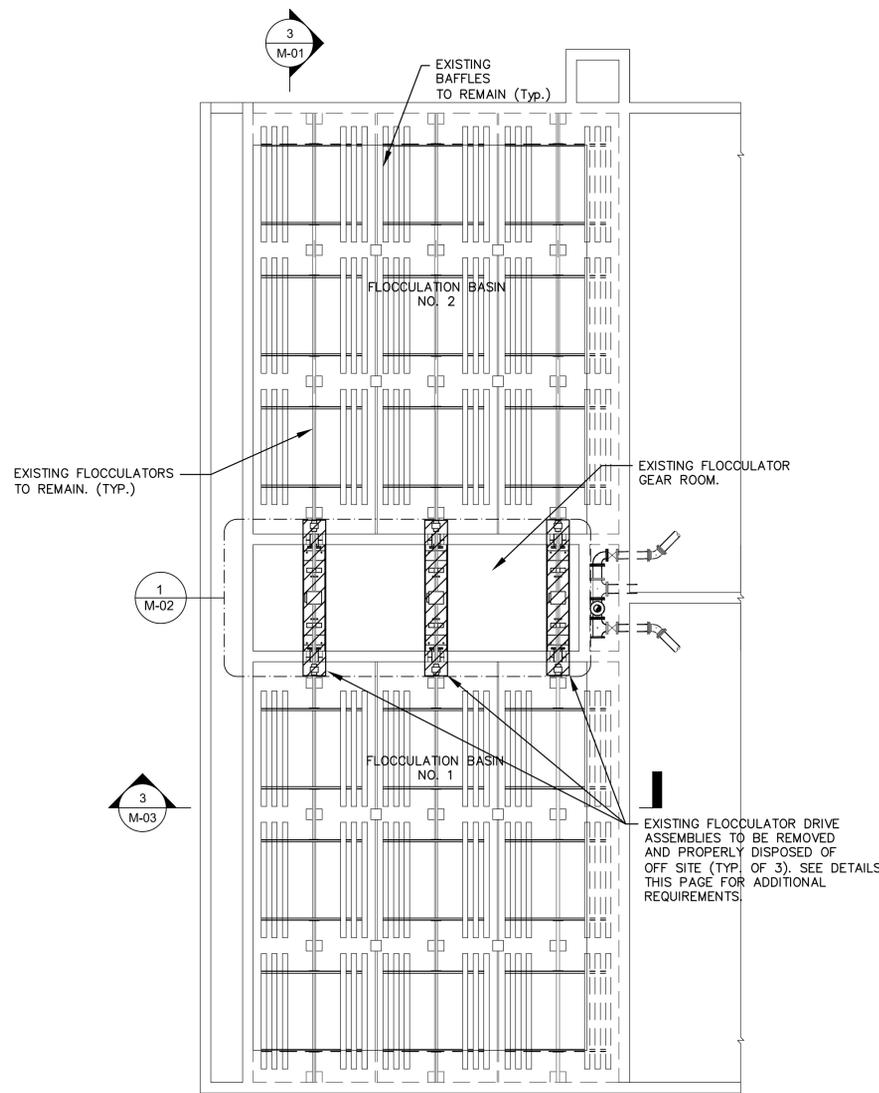
**PARTIAL SITE PLAN**  
1" = 20'

**GENERAL PROJECT NOTES:**

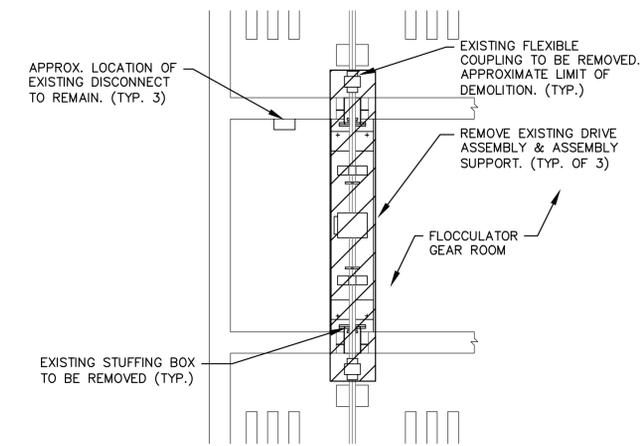
- UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATELY LOCATED. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE HORIZONTAL OR VERTICAL ACCURACY OF SAID UTILITIES, OR THE POSSIBILITY THAT UNDERGROUND UTILITIES OTHER THAN THE ONES SHOWN MAY EXIST. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
- PROVIDE ENGINEER WITH 24 HOURS (MIN.) NOTICE PRIOR TO THE PLACING OF ANY CLASS "A" CONCRETE.
- CONTRACTOR SHALL NOT OPERATE ANY EXISTING EQUIPMENT, VALVES, ETC. WITHOUT AUTHORIZATION FROM OWNER, UNLESS AN EMERGENCY SITUATION EXISTS. IN GENERAL, THE OPERATING STAFF OF THE OWNER WILL OPERATE ANY EXISTING EQUIPMENT, VALVES, ETC. WHICH THE CONTRACTOR MAY REQUIRE. CONTRACTOR SHALL MAKE SUCH REQUESTS OF THE OWNER'S OPERATING STAFF IN A TIMELY MANNER.
- LOCATIONS AND DIMENSIONS FOR EXISTING STRUCTURES AND THE LOCATION OF EXISTING PIPING/EQUIPMENT HAVE BEEN TAKEN FROM PREVIOUS ENGINEERING PLANS AND ARE NOT GUARANTEED FOR ACCURACY. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND PIPING LOCATIONS.
- EXCEPT FOR MATERIALS/EQUIPMENT TO BE RETAINED BY THE OWNER, ALL OTHER MATERIALS/EQUIPMENT SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. THE OWNER WILL RETAIN THE EXISTING FLOCCULATOR MOTORS.

**GENERAL DEMOLITION NOTES:**

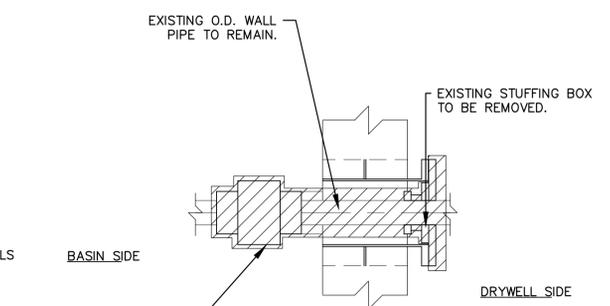
- SEE SEQUENCING OF WORK NOTES FOR SCHEDULING RESTRICTIONS ASSOCIATED FOR WORK DETAILED.
- THE CONTRACTOR SHALL EXERCISE FULL CARE AND SHALL USE SUCH METHODS AND EQUIPMENT DURING DEMOLITION AS WILL MAINTAIN THE USEFULNESS OF THE VARIOUS MATERIALS AND EQUIPMENT REMOVED.
- ANY DAMAGE DONE TO STRUCTURES OR EQUIPMENT DURING REMOVAL AND ANY PATCHING, PLUGGING OF HOLES, OR REPAIRS NECESSITATED BECAUSE OF REMOVAL OF EQUIPMENT AND PIPING SHALL BE REPAIRED AND THE COST THEREOF SHALL BE INCLUDED IN THE CONTRACT PRICE.
- EQUIPMENT SPECIFIED TO BE REMOVED SHALL BE REMOVED COMPLETELY, INCLUDING ALL RELATED ACCESSORIES AND CONCRETE BASES UNLESS OTHERWISE NOTED. ANY EMBEDDED ITEMS SUCH AS ANCHOR BOLTS, STEEL REINFORCEMENT, CONDUIT, AND PIPING SHALL BE CUT OFF 1 INCH BELOW ADJACENT FINISHED SURFACES. THE SURFACE SHALL THEN BE REPAIRED TO MATCH ADJACENT SURFACES IN FINISH AND APPEARANCE.
- PRIOR TO REMOVING ANY ELECTRICAL EQUIPMENT, ALL POWER TO THE EQUIPMENT SHALL BE SHUT OFF AND PROPERLY LOCKED OUT. ALL POWER AND CONTROL WIRING FOR THE EQUIPMENT SHALL BE DISCONNECTED AT THE STARTER OR CIRCUIT BREAKER, AS APPLICABLE, AND REMOVED FROM THE CONDUIT. UNUSED CONDUITS SHALL BE REMOVED, INCLUDING UNUSED SUPPORTS, CLAMPS, TIES, SCREWS, ETC.
- BLEMISHES OR UNSIGHTLY AREAS ON WALLS AND FLOORS LEFT AFTER REMOVAL OF EQUIPMENT SHALL BE CLEANED AND REFINISHED AS NECESSARY TO MATCH ADJACENT SURFACES.
- ALL HOLES AND OPENINGS LEFT AFTER REMOVAL OF CONDUITS AND/OR EQUIPMENT SHALL BE FILLED OR PLUGGED TO PROVIDE A NEAT AND WORKMANLIKE APPEARANCE. CONCRETE OPENINGS SHALL BE FILLED WITH NON-SHRINK GROUT.
- WHERE PIPING PASSES THROUGH CONCRETE WALLS, THE OPENINGS SHALL BE SUITABLY PLUGGED OR CAPPED. WALL PIPES AND WALL SLEEVES SHALL BE SEALED WITH BLIND FLANGES OR MECHANICAL JOINT PLUGS. STEEL PIPE SLEEVES SHALL BE FILLED WITH NON-SHRINK GROUT.
- WHERE EQUIPMENT OR PIPING DESIGNATED FOR REMOVAL SERVES TO SUPPORT OTHER EQUIPMENT OR PIPING DESIGNATED TO REMAIN IN SERVICE, THE CONTRACTOR SHALL PROVIDE PERMANENT SUPPORTS IN PLACE OF THE REMOVED EQUIPMENT AND PIPING. WHERE IT IS NECESSARY TO TEMPORARILY REMOVE OTHER EQUIPMENT, PIPING, OR ELECTRICAL WORK IN ORDER TO GAIN ACCESS TO AN ITEM OF EQUIPMENT OR PIPING DESIGNATED FOR REMOVAL, THE CONTRACTOR SHALL RESTORE ALL SUCH EQUIPMENT, PIPING, OR ELECTRICAL WORK TO ITS ORIGINAL CONDITION. THE CONTRACTOR IS TO PROVIDE A SUBMITTAL TO THE ENGINEER FOR EACH PROPOSED PERMANENT SUPPORT.
- ALL REUSABLE MATERIALS REMOVED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE CAREFULLY MOVED AND STORED WHERE DIRECTED BY THE OWNER. COORDINATE MATERIALS TO BE RETAINED WITH THE OWNER.
- THE CONTRACTOR WILL ASSUME OWNERSHIP OF AND LEGALLY DISPOSE OF ANY REMOVED EQUIPMENT, PIPING, AND MATERIALS WHICH CANNOT BE REUSED. ANY UNUSED EQUIPMENT, PIPING, AND MATERIALS SHALL BE REMOVED OFF SITE AT NO ADDITIONAL COST TO THE OWNER.
- ALL PIPING REMOVED SHALL BE TERMINATED WITH SUITABLE PERMANENT, WATER-TIGHT CAPS OR PLUGS.
- UNLESS OTHERWISE SPECIFIED, EXISTING LIGHTING, ELECTRICAL OUTLETS AND SWITCHES ARE TO REMAIN AND ARE TO BE PROTECTED DURING DEMOLITION AND CONSTRUCTION.



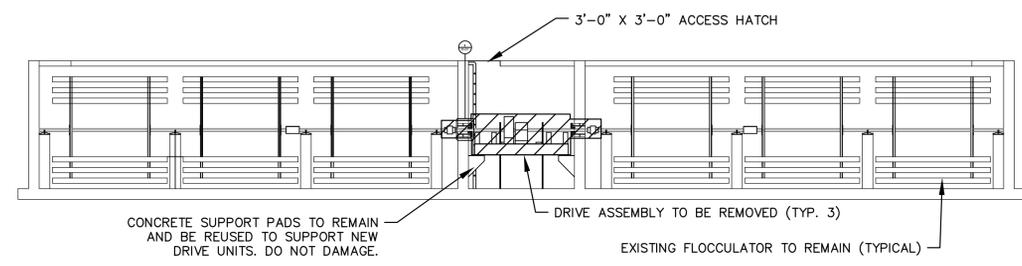
**1 FLOCCULATION BASIN #1 & #2**  
1/8" = 1'-0"



**2 DRIVE ASSEMBLY DETAIL (TYP.)**  
1/4" = 1'-0"



**4 WALL SLEEVE ASSEMBLY**  
1'-0" = 1'-0"



**3 SECTION A-A (TYP.)**  
1/8" = 1'-0"

NO.	DATE	REVISION	BY
1	FEB. 12, 2015	PRELIMINARY OWNER REVIEW	RAR

SEAL & COA

CONSULTANT INFORMATION	
PROJECT MANAGER:	HFW
DESIGNED BY:	TAB
DRAWN BY:	RAR
CHECKED BY:	TAB
FILENAME:	1988 Flocculator Replacement_Report (2015 Drawing).dwg
PROJECT NO.:	267-15-120

**WIEDEMAN AND SINGLETON, INC.**  
Civil and Environmental Engineers  
1789 PEACHTREE STREET, NE  
ATLANTA, GA 30309  
(404) 876-5842  
WWW.WIEDEMAN.COM

**PROJECT INFORMATION**

PROJECT:	WATER TREATMENT PLANT WATAUGA WTP IMPROVEMENTS
SHEET TITLE:	JOHNSON CITY, TENNESSEE <b>FLOCCULATION BASINS #1 &amp; #2 SITE AND DEMOLITION PLAN</b>

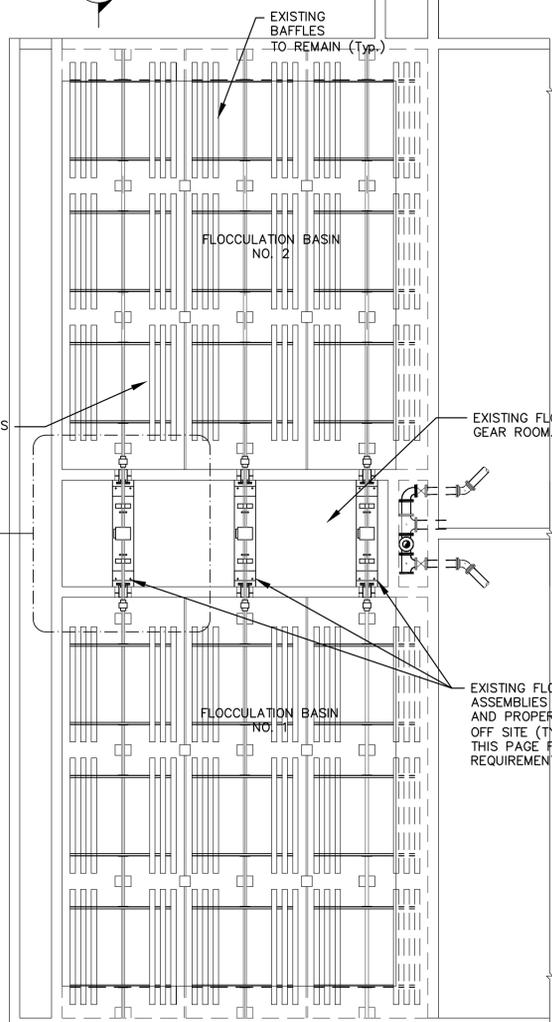
SCALE: AS SHOWN  
NOTE: DRAWING SCALE IS BASED ON 24x36 SHEETS. 11x17 IS 212%± OF SCALE SHOWN.

DATE: FEBRUARY, 2015

DRAWING: **MS-01** SHEET 1 OF 2

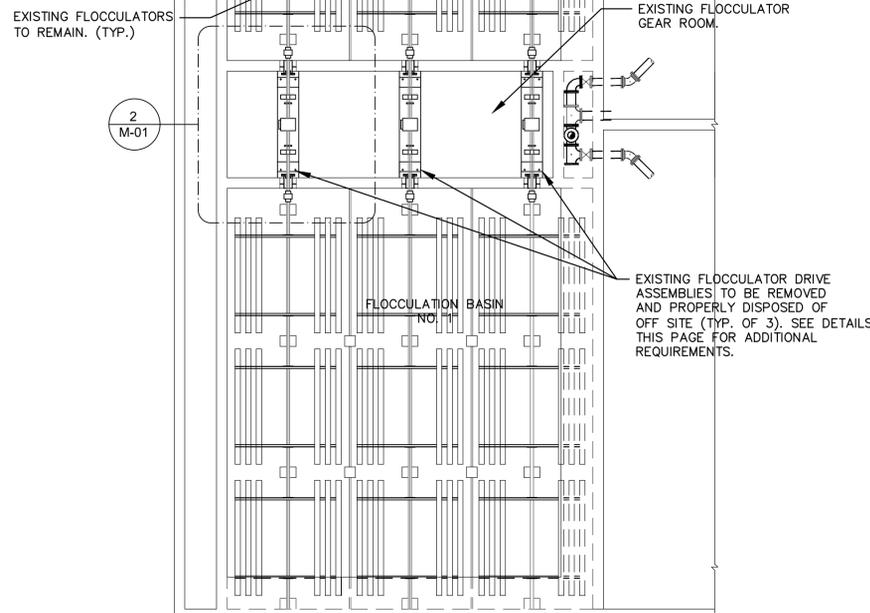
Drawing file: 1988 Flocculator Replacement\_Report (2015 Drawing).dwg MS-01 Feb. 13, 2015 - 3:18pm

3  
M-01



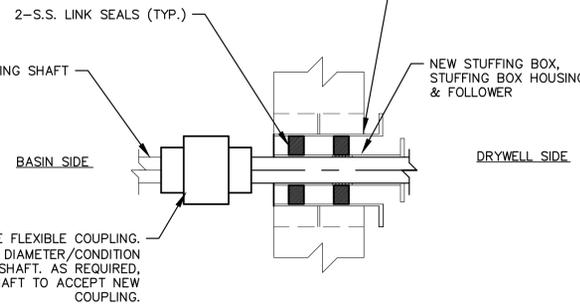
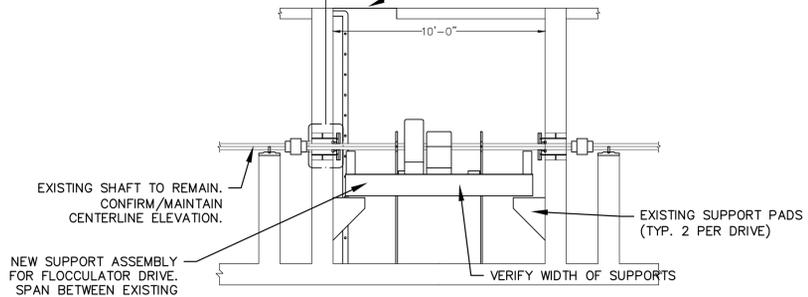
1 FLOCCULATION BASIN #1 & #2  
1/8" = 1'-0"

2  
M-01

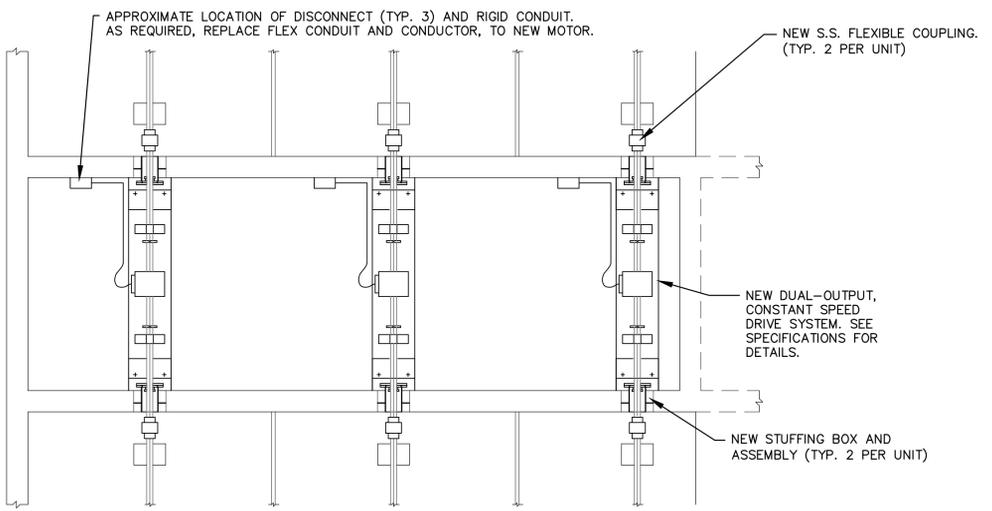


2 GEAR ROOM  
1/4" = 1'-0"

4  
M-01



4 STUFFING BOX ASSEMBLY DETAIL  
1'-0" = 1'-0"



1 FLOCCULATOR GEAR ROOM  
1/4" = 1'-0"

**CONSTRUCTION SEQUENCING RESTRICTIONS**

1. THE GENERAL REQUIREMENTS AND CONFIGURATION OF THE FLOCCULATOR DRIVES AND RELATED EQUIPMENT IS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT CONFIGURATION AND REQUIREMENTS OF THE EQUIPMENT TO ENSURE SUCCESSFUL OPERATION OF THE EXISTING FLOCCULATORS.
2. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AT LEAST FOURTEEN (14) DAYS NOTICE BEFORE REQUIRING THE FLOCCULATION BASINS TO BE DRAINED.
3. THE CONTRACTOR SHALL SCHEDULE WITH THE OWNER ANY CONSTRUCTION WORK WHICH REQUIRES COORDINATION AND/OR REMOVING THE FLOCCULATION BASINS FROM SERVICE. THE BASINS WILL BE TAKEN OUT OF SERVICE A TOTAL OF TWO (2) TIMES. THE FIRST TIME WILL BE TO ALLOW THE CONTRACTOR TO MAKE FIELD VERIFICATIONS AND MEASUREMENTS. THE ONLY OTHER TIME THE BASINS WILL BE REMOVED FROM SERVICE WILL BE FOR COMPLETION OF THE WORK. THE BASINS WILL NOT BE TAKEN OUT OF SERVICE UNTIL ALL OF THE MATERIALS AND EQUIPMENT REQUIRED FOR THE WORK HAVE ARRIVED AT THE JOB SITE.
4. THE CONTRACTOR SHALL SEQUENCE AND SCHEDULE CONSTRUCTION OF THE WORK SO THAT THE BASINS WILL BE IN SERVICE FROM --- TO ---.
5. ACCESS TO THE INSIDE OF THE FLOCCULATOR GEAR ROOM IS FROM THE EXISTING HATCHES IN THE ROOF SLAB. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE DIMENSIONS OF THE EXISTING HATCHES AND TO DETERMINE THE REQUIREMENTS FOR COMPLETING THE WORK. THE SIZE OF THE OPENINGS CAN NOT BE INCREASED.

BY	RAR
REVISION	PRELIMINARY OWNER REVIEW
DATE	FEB. 12, 2015
NO.	1

SEAL & COA

<b>CONSULTANT INFORMATION</b>	
PROJECT MANAGER:	HFW
DESIGNED BY:	TAB
DRAWN BY:	RAR
CHECKED BY:	TAB
FILENAME:	1988 Flocculator Replacement_Report
PROJECT NO.:	267-15-120

**WIEDEMAN AND SINGLETON, INC.**  
Civil and Environmental Engineers  
1789 PEACHTREE STREET, NE  
ATLANTA, GA 30309  
(404) 876-5842  
WWW.WIEDEMAN.COM

**PROJECT INFORMATION**

PROJECT:	WATER TREATMENT PLANT WATAUGA WTP IMPROVEMENTS
SHEET TITLE:	JOHNSON CITY, TENNESSEE INSTALLATION DETAILS

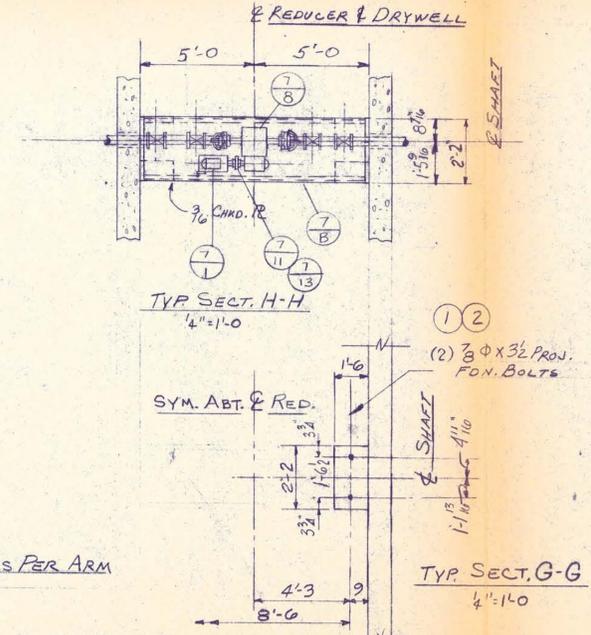
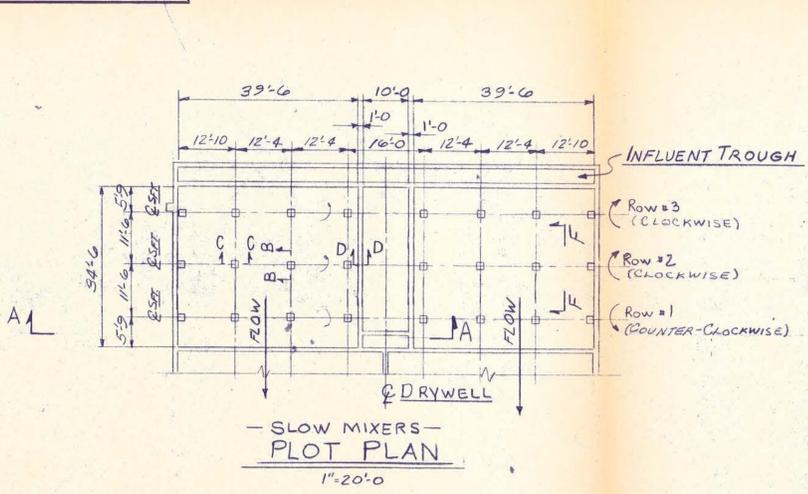
SCALE: AS SHOWN  
NOTE: DRAWING SCALE IS BASED ON 24x36 SHEETS. 11x17 IS 212%± OF SCALE SHOWN.

DATE: FEBRUARY, 2015

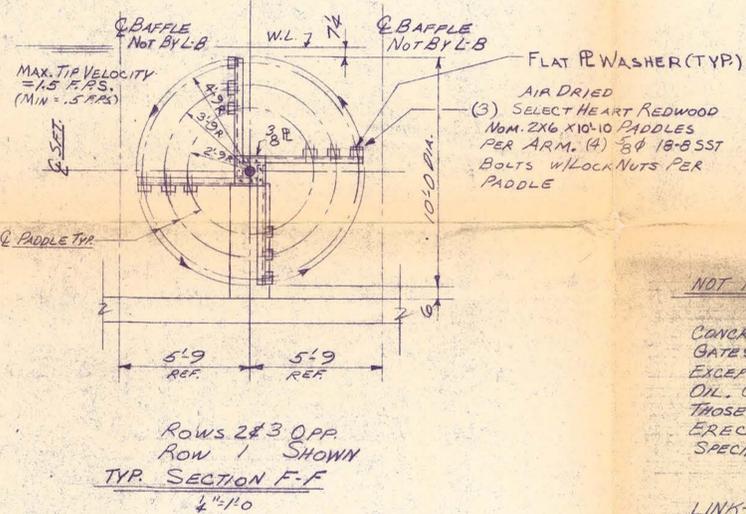
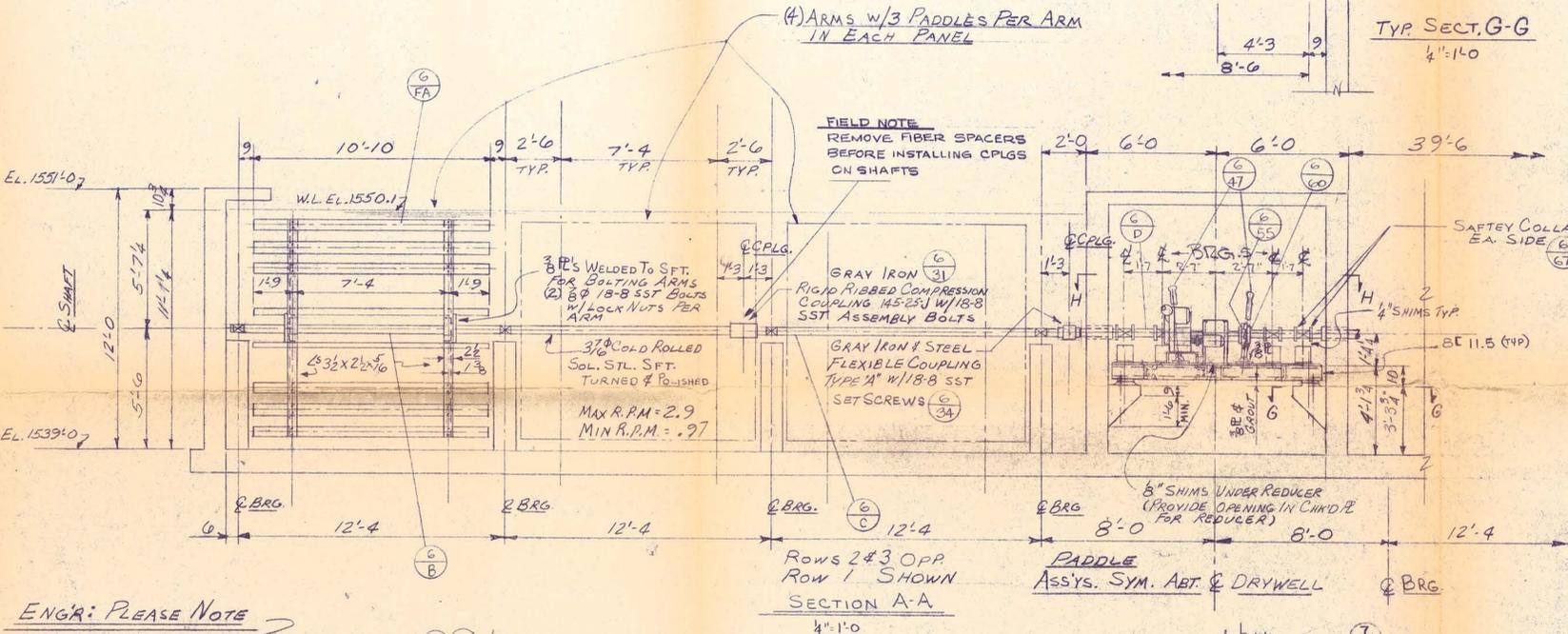
DRAWING: MS-02  
SHEET: 2 OF 2

Drawing file: 1988 Flocculator Replacement\_Report (2015 Drawing).dwg MS-02 Feb. 13, 2015 - 3:19pm

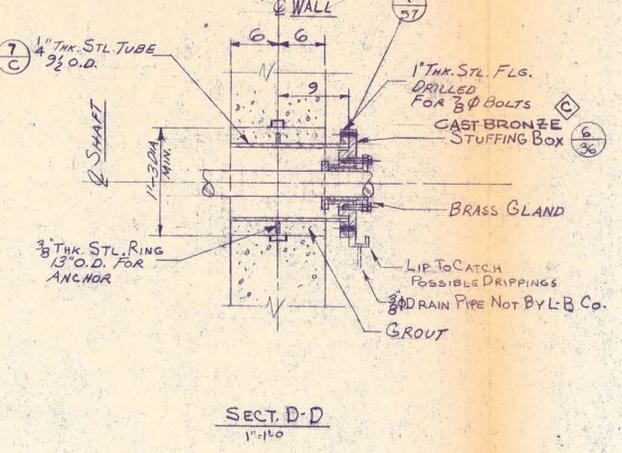
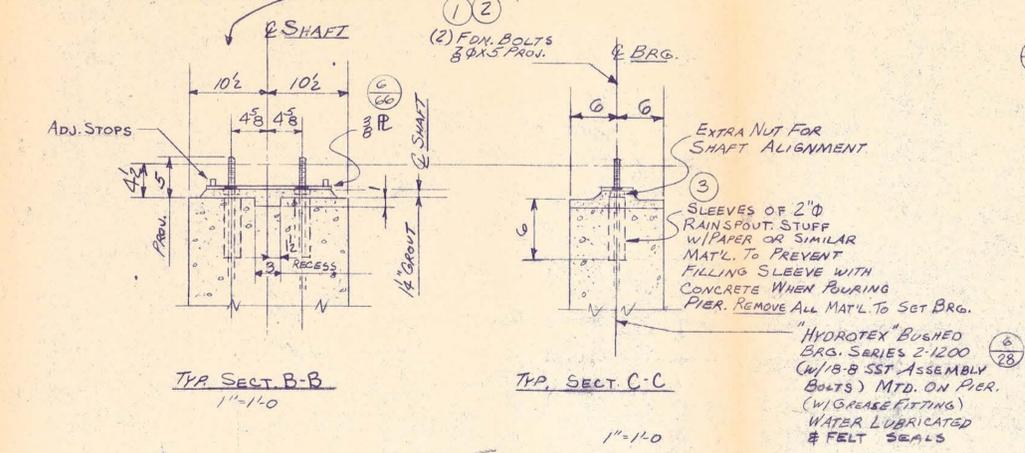
IDENTIFICATION		MATERIAL LIST			
GROUP	PIECE	QUAN.	DWG. OR PART NO.	SPECIFICATION	REFERENCE
EA	1	72	12GW446-A	FDN. BOLTS 3/8" X 5/8" GALV.	EAI-1
	2	72		WASHERS 3/8" GALV.	EAI-2
	3	48		RAINSPOUT 2" X 0.6" GALV.	EAI-3
	20	1		ITEM TO SANDBLAST ALL STEELWORK PER INSTRUCTIONS ON DETAIL DWGS JK8880-1 THRU 12.	



- DRIVE COMPONENTS:**
- (3) REEVES VARI-SPEED MOTODRIVES\* 200-F-18  
OUTPUT RPM=583 to 1750. RATIO=3:1 W/3 H.P.  
MOTOR 60 CY., 460 V., 3 PH. T.E.F.C.  
OUTDOOR SERVICE. CONTINUOUS DUTY.
  - (3) DOUBLE-WORM, DOUBLE-OUTPUT REDUCERS DWB-700  
FAN-COOLED. CAPACITY=3HP. RATIO=600:1  
OUTDOOR SERVICE. CONTINUOUS DUTY. ASSY #4
  - (3) FLEXIBLE COUPLINGS MC-12 BORE=1" φ  
WITH #12BA. GUARDS
  - (6) SQUARE JAW CLUTCHES (#8) WITH SHIFTING BANDS  
BORE STATIONARY PORTION 2 1/2" φ  
& BORE MOVABLE PORTION 3 1/2" φ
  - (6) COLD-ROLLED STL. SHAFTS 3 1/2" φ TURNED & POLISHED
  - (12) STL. SAFETY COLLARS 3 1/2" φ
  - (6) BEARINGS BRONZE BUSHED SERIES #2-1255Z  
3 1/2" φ W/ GREASE FITTINGS & FELT SEALS



ENGR: PLEASE NOTE



NOT FURNISHED BY LINK-BELT CO.:

INSTALLATION OF FDN. BOLTS (WE WILL FURNISH BOLTS).  
CONCRETE WORK. ELECTRIC WIRE & WIRING. BAFFLES, STOP PLATES, GATES, VALVES, FOOTWALKS, GRATINGS & HANDRAILS, FLOOR PLATES, EXCEPT ON DRIVE PLATFORM. CONCRETE BEARING FILES, REDUCER OIL, GREASE FOR BEARINGS, ELECTRICAL CONTROLS, OTHER THAN THOSE INCLUDED HEREIN. FIELD PAINT & PAINTING, UNLOADING & ERECTION OF EQUIPMENT, AND ANY OTHER ITEMS NOT SPECIFIED ABOVE HERIN.

**LINK-BELT DESIGNATION:**

- DIV. "EA" - FDN. MAT'L.
- DIV. "EP" - SANDBLASTING
- DIV. "A" - SIX (6) SLOW MIXERS
- DIV. "B" - TWO (2) S.C. SLUDGE COLLECTORS
- DIV. "C" - ONE (1) TELESCOPIC VALVE

**SHOP PAINT:**

ALL SUBMERGED STEELWORK TO BE SANDBLASTED  
ALL STEEL TO RECEIVE ONE COAT OF INERTOL #621

**CONTRACTORS:** TRAMMELL CONSTRUCTION CO.  
**ENGINEERS:** J. R. WAUFORD CO.

**NOTE**  
THE MACHINERY IN THE DRY WELL MUST BE FIELD ASSEMBLED AS THE COMPLETE ASSEMBLY WILL NOT FIT THRU THE ACCESS OPENINGS.

**LINK-BELT**  
DIVISION OF INCO CORPORATION  
COLMAR PLANT

FEB 23 1969

ISSUED TO

THIS PRINT VALID ONLY FOR PURPOSE INDICATED BELOW

MAINTAINED

REFERENCE NOT TO BE USED FOR CONSTRUCTION

LIMITED TO ORDER NO.

SHOP PURCH.

EST. NO.

FIRST ISSUE

REPLACEMENT

DUPLICATE

REVISION

PART

AUTHORIZE PC 20 ON DIV "EP"  
AUTHORIZE ITEMS 52, 53 ON DIV "EA"

REV.	DATE	DESCRIPTION OF REVISION
C	11-1-68	STUFFING BOX WAS CI.
E	10-23-68	ADDED PC. MKS.
A	10-16-68	ADDED SQ JAW CLUTCHES

DRW: RCK/OM  
DATE: 8-22-68  
SCALE: AS NOTED

ENGR. DWGS. 12813

**LINK-BELT COMPANY JK8880-1**



**SEALED SOLICITATION  
GENERAL TERMS AND CONDITIONS  
(Read Carefully)**

**1. ACCEPTANCE, REJECTION AND POSTPONEMENT**

Issuance of a bid/rfp/rfq does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfp's/rfq', to waive informalities and to accept the bid/rfp judged to be in the best interest of the City.

**2. ADDENDA**

Addendum's will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge any or all addenda's issued for a solicitation. No addenda will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

**3. AWARD**

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

**4. AWARD PERIOD**

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

**5. BID TABULATIONS/RFP/RFQ RESPONSES**

Bid tabulations and RFP/RFQ respondent's lists will be posted and available the next business day on our above website. Select "awarded/opened solicitations".

**6. BRAND NAMES**

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

**7. CONDITION STANDARDS**

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

**8. CONSTRUCTION DOCUMENTS**

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

**9. COOPERATIVE PURCHASING:**

Bidders/Proposers are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

**10. DEFAULT**

In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

**11. DELIVERY**

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

**12. DISCOUNT AND PAYMENT**

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

**13. EQUAL OPPORTUNITY**

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

**14. EVALUATION**

Bids/RFP's/RFQ's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

**15. EXAMINATION OF BIDS/RFP'S/RFQ'S**

Bids/RFP's/RFQ's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

**16. FOB (FREE-ON-BOARD) POINT**

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

**17. INDEMNIFICATION**

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

**18. INSPECTION**

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

**19. INSURANCE**

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

**20. LICENSES, FEES, PERMITS**

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

## **21. MULTIPLE ITEM BIDS**

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

## **22. NON-COLLUSION AGREEMENT**

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

## **23. PARTS AND SERVICE**

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

## **24. PENALTIES**

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

## **25. PRE-BID MEETING ATTENDANCE**

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

## **26. PRICING**

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

## **27. PROPRIETARY/CONFIDENTIAL INFORMATION**

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award in compliance with Tennessee Statutes.

## **28. PROTEST PROCEDURE**

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City or Cash) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

## **29. QUESTIONS**

Questions must be received by the City at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum. ,

## **30. SAFETY STANDARDS**

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA/TOSHA and any related standards thereto.

## **31. SAMPLES**

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

## **32. SEALED SOLICITATION OPENINGS**

Bids/RFP's/RFQ'S (paper & electronic) will be read aloud at the specified date and time as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

## **33. SIGNATURE ON BIDS**

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in Ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

## **34. SUBMITTAL OF SEALED BIDS/RFP'S/RFQ'S**

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: <https://purchasing.johnsoncitytn.org/bsa/>. **Paper bids shall be sealed in an envelope and may be required to include one (1) electronic (CD or flashdrive) copy of the entire submittal. The electronic version shall be an exact duplicate of the original, and the electronic version will become the official document.** No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late submittals will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

## **35. TAXES**

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

## **36. TERM OF CONTRACT**

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause following written notification of intent.

## **37. WARRANTY**

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS  
BETWEEN THE CITY OF JOHNSON CITY  
AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.

2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.

3. The City shall not in any event waive or limit any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.

4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any

party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.

5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.

6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.

7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.

8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.

9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion without

cause. In the event the City terminates without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract without cause.

10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.

11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.

12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.

14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the

statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.

15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.

16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.

17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.

18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.

19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, including but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at

the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.

20. No person or entity shall respond to a request for bid or request for proposal with any terms or conditions that might change, alter, amend, or differ with the specifications, terms, or conditions originally provided by the City in its initial request for bids or proposals.

21. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

January 6, 2016



## STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

**NOTE:** If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via e-mail or fax: [purchasing@johnsoncitytn.org](mailto:purchasing@johnsoncitytn.org); 423-975-2712.

We value your feedback and ask that you complete the following:

Solicitation No.: # \_\_\_\_\_  
Solicitation Name: \_\_\_\_\_

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

- \_\_\_\_\_ Insufficient time to adequately prepare a response
- \_\_\_\_\_ Our company does not offer this product or service. Remove us from the vendor list
- \_\_\_\_\_ Our schedule will not permit us to perform in a timely manner
- \_\_\_\_\_ We are unable to meet bond requirements
- \_\_\_\_\_ We are unable to meet insurance requirements
- \_\_\_\_\_ We are unable to offer comparable product or service
- \_\_\_\_\_ We are unable to meet specifications (explain below)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_