

CITY OF MT. JULIET, TENNESSEE  
DEPARTMENT OF PUBLIC WORKS

EQUALIZATION BASIN AND  
PUMP STATION

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CITY OF MT. JULIET, TENNESSEE  
DEPARTMENT OF PUBLIC WORKS

INVITATION TO BID  
FOR  
THE CONSTRUCTION OF

EQUALIZATION BASIN AND  
PUMP STATION

RECEIPT OF PROPOSALS

Sealed Proposals for the construction of the Equalization Basin and Pump Station project, will be received at the office of the City of Mt. Juliet Finance Department located at City Hall at 2425 North Mt. Juliet Road, Mt. Juliet, Tennessee 37122, Attention: Ms. Dana Hire, Finance Director, on or before 2:00 p.m. (local time) on Tuesday, February 25, 2025 and immediately thereafter all bids will be publicly opened and read aloud.

Sealed envelopes containing Proposals shall be marked "Equalization Basin and Pump Station project." Bidders must be licensed by the State of Tennessee to perform the work required. The envelope containing the bid shall be marked to show the bidder's Tennessee Contractor's license number, expiration date and the part of the classification applying to the bid, otherwise the bid will not be opened. No Proposal will be considered unless it is made on the Proposal form which is included in the Contract Documents. The Proposal must not be removed from the Contract Documents with which it has been bound by the City of Mt. Juliet, Tennessee. This Proposal must be addressed as indicated in the previous paragraph. It shall be the Bidder's responsibility that the envelope be properly addressed to ensure that the proposal is received on or before the appropriate time.

The project will include the following described construction:

The furnishing, installing, and testing of a new 8.0 million gallon equalization basin, flow diversion structure, wastewater pumping station, odor control system, gravity sewer piping, force main piping, handling wastewater flows for tie-in to existing gravity sewers and sewer manholes, site work, and all other appurtenances and other work as shown on the Construction Drawings or indicated in the Contract Specifications.

CONTRACT DOCUMENTS

All work must be performed in accordance with the Contract Documents which are available for inspection at the following locations:

City of Mt. Juliet  
Department of Public Works (Sewer)  
71 East Hill Street  
Mt. Juliet, Tennessee 37122

Builders Exchange of Tennessee  
301 S. Perimeter Park Drive  
Suite 100, Office 9  
Nashville, Tennessee 37211

Water Management Services, LLC  
2 International Plaza, Suite 401  
Nashville, Tennessee 37217

Nashville Contractor's Association  
7430 Burleson Lane  
Murfreesboro, Tennessee 37129

Official (numbered) Bid Documents shall be obtained at the office of Water Management Services, LLC, 2 International Plaza, Suite 401, Nashville, Tennessee 37217 (telephone: (615-366-6088). A nonrefundable fee of \$200.00 must be made for each set obtained.

(4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L, or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);

(5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and

(6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope provided or provided within the electronic bid document.

(c) Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Upon opening of the bid envelope or initial opening of an electronic bid, the names of all contractors listed shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representative shall verify the accuracy, correctness and completeness of the required information, and any discrepancies found in the spelling of names of bidders, transposition of license numbers, or any similar typographical errors or omissions may be corrected within forty-eight (48) hours after the bid opening excluding weekends and state-recognized holidays.

(d) No invitation to bid may require that any subcontractor be identified, listed or designated until the final bid submission by the prime contractor, or that any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor. This subsection (d) shall only apply to design/bid/build procurements where cost is the primary criterion for the contract award.

(e) Any person or entity, public, and private, awarding a bid to a contractor who is not licensed in accordance with this chapter shall be subject to the penalty provided in § 62-6-120(b).

(f) Notwithstanding the Uniform Administrative Procedure Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars (\$5,000) for willful violation of this section.

HISTORY: Acts 1976, ch 822, § 20; T.C.A., § 62-620; Acts 1986, ch. 718, § 2; 1989, ch. 591, § 111; 1990, ch 868, § 1, 2; 1991, ch. 247, § 1; 1994, ch. 986, § 13; 1995, ch. 341, § 1; 1997, ch. 153, § 1; 2001, ch. 222, §3; 2008, ch. 792, §§ 1, 2; 2010, ch. 768, §§ 1, 2; 2010, ch 801, § 1; 2011, ch. 12, §§ 1, 2; 2014, ch. 644, §1."

#### ADDENDA AND QUESTIONS CONCERNING BID DOCUMENTS

Subject to the provisions of Chapter 4, Part 1, of Title 12 of the Tennessee Codes Annotated, The Contractor's attention is directed to the Tennessee Codes Annotated Section 12-4-126 which states the following:

"12-4-126

(a) If a statute, ordinance, resolution, rule or regulation mandates the use of competitive bidding of any kind or nature whatsoever, by any state agency, county or municipal corporation, then, notwithstanding such law, ordinance, resolution, rule or regulation, no addenda within less than forty-eight (48) hours of the bid opening date shall be permitted.

CITY OF MT. JULIET, TENNESSEE  
DEPARTMENT OF PUBLIC WORKS

EQUALIZATION BASIN AND  
PUMP STATION

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FOR  
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## INSTRUCTIONS TO BIDDERS

### 1. EXAMINATION OF PROCUREMENT DOCUMENTS AND SITE

- 1.1 Before submitting a Bid, each Bidder must (a) examine the Procurement Documents thoroughly, (b) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or furnishing the Goods and Special Services, (c) study and carefully correlate Bidder's observations with the Procurement Documents, and (d) if specified or if, in Bidder's judgment, any local condition may in any manner affect cost, progress or furnishing the Goods and Special Services, visit the site to become familiar with local conditions.
- 1.2 Each Bidder, by making his bid, represents that he has visited the site and familiarized himself with all the conditions under which the work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning which the Bidder did not inform himself prior to bidding.
- 1.3 Each Bidder, by making his bid, represents that he has read and understands the bidding documents. The Bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the Contract Documents.
- 1.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1 and that the Procurement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services.

### 2. SUBSURFACE EXPLORATION DATA

Investigation of subsurface conditions at the site has not been made for the purpose of design. In the event this exploration has been done, the results are available for inspection by prospective bidders but are not a part of the Contract Documents. The Owner assumes no responsibility whatsoever with respect to the sufficiency or accuracy of these preliminary investigations, or of their interpretation, and there is no guarantee, either expressed or implied, that the conditions indicated are representative of those existing throughout the work or any part of it, or that unforeseen developments may not occur.

### 3. EASEMENTS

Portions of the improvements under this project will be constructed on private property for which easements have been secured by the Owner. Work performed on or use of such easements, shall be subject to the provisions of the easement agreements on file and open to inspection in the office of the Owner.

### 4. ADDENDA AND INTERPRETATION OF CONTRACT DOCUMENTS

Questions regarding documents, discrepancies, omissions, or intent of the Specifications or Drawings shall be submitted in writing to the Owner through the Engineer at least 10 days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the Contract Documents will be made only by addendum duly issued or delivered by the Owner to each person receiving a set of documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents.

## 9. SIGNING OF BID

If the bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the bidder is an individual, his signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening bids or submitting bids; otherwise, the bid may be regarded as irregular.

## 10. BID SECURITY

No bid will be considered unless accompanied by a bid security as defined in the Invitation to Bid as a guarantee that, if the bid is accepted, the bidder will execute the Agreement and file bonds and insurance as required by the Contract Documents within 15 days from the date of the award of the Contract.

## 11. RETURN OF BID SECURITIES

The security of the three lowest bidders will be returned after the execution of the Agreement with the successful bidder and the approval of his bonds and insurance. The security of all other bidders will be returned promptly after the bids have been opened and reviewed by the Owner. If all bids are rejected, the securities will be returned at the time of rejection.

## 12. AGREEMENT, BONDS, INSURANCE

The attention of bidders is specifically directed to the General Conditions of the Contract and to the forms of Agreement and bonds to be executed and types of insurance to be taken out in the event a Contract award is made.

**The attention of bidders is specifically directed to the General Conditions of the Contract relative to the Certificate of Insurance requirements. If the Surety declines to provide the Certificate of Insurance containing the specified cancellation clause verbiage, the Surety shall be required to provide a separate letter to the Owner/Engineer stating the surety shall notify the Certificate holder in writing thirty (30) days prior to cancellation, reduction, or change in coverage on this project.**

## 13. BID SUBMITTAL

Each bid, properly signed, together with the bid security and all documents bound herewith, shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid and delivered to the office designated in the Invitation to Bid. All addenda issued shall be included with the documents at the time of bid submittal. Reference shall be made to the Invitation for proper address as required on the envelope.

## 14. WITHDRAWAL OF BID

Any bid may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative for the withdrawal of such bid, is filed with the Owner prior to the time specified for opening of bids. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

21. EFFECTIVE DATE OF AWARD

If a Contract is awarded by the Owner, such award shall be effective when formal notice of such award signed by the authorized representative of the Owner has been delivered to the intended awardee or mailed to him at the main business address shown on his bid by some officer or agent of the Owner duly authorized to give such notice.

22. EXECUTION OF AGREEMENT

Copies of the Agreement, in the number stated in the form of Agreement, shall be executed by the successful bidder and returned, together with the required bonds and insurance within 15 days from and after the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the Agreement. Failure of a successful bidder to execute the Agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the Agreement and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed hereinbefore. Upon annulment of an award as aforesaid, the Owner may then award a Contract to the next lowest, responsible bidder.

23. COMMENCEMENT AND COMPLETION OF WORK

The successful bidder shall commence work within 15 calendar days from and after the issuance by the Owner of a written Notice to Proceed and shall complete all work in accordance with the terms and conditions of the Contract Documents within 540 consecutive calendar days from and after the date of the Notice to Proceed. The Notice to Proceed will be issued within 10 days after award of Contract.

24. LIQUIDATED DAMAGES

The Contractor's attention is directed to the Provisions for Liquidated Damages as provided in the Supplementary Conditions and in the Contract Agreement in addition to the Excess Cost of Engineering.

25. UNCLASSIFIED EXCAVATION

This Contract includes excavation on an unclassified basis. The cost of all excavation necessary for the installation of the pump station, EQ Bain, water lines, sewer lines, gas lines, force mains, and appurtenances required under this Contract will be merged into the price per foot for pipe installed or appurtenances thereto. No distinction will be made insofar as payment is concerned between earth, rock, or other material. The bid item for unclassified excavation covers additional excavation required by removing unsuitable material (subgrade) authorized by the Engineer in the field.

26. PAYMENT FOR EXCESS COSTS

The successful Contractor will be required to pay for the excess cost of field engineering and inspection as defined in the General Conditions of the Contract, if extensions of time are granted by Owner because of avoidable delays as therein defined.

27. UNDERGROUND FACILITIES

The information and data shown or indicated in the Contract Drawings with respect to existing underground facilities is based on available information and record drawings. The Owner/Engineer shall not be responsible for the accuracy or completeness of such information or record drawings. The Contractor shall have full responsibility for reviewing and checking all such

PROPOSAL TO

CITY OF MT. JULIET, TENNESSEE  
DEPARTMENT OF PUBLIC WORKS

EQUALIZATION BASIN AND  
PUMP STATION

Full Name of Bidder Bowen Engineering Corporation  
Main Business Address 8802 N. Meridian St. Indianapolis In 46260  
Place of Business 361 Malbey Station Rd STE 107 Franklin TN 37067

TO: THE CITY OF MT. JULIET, TENNESSEE (hereinafter called "Owner")

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above-designated work, all of which are on file at the City of Mt. Juliet, Tennessee, and all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda No. 1, 2, 3, and 4 issued thereto; and he proposes and agrees if this Proposal is accepted that he will contract with the City of Mt. Juliet, Tennessee in the form of the copy of the Agreement included in these Contract Documents to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Drawings, and that he will take in full payment therefore the sums set forth in the following Bidding Schedule.



I. BIDDING SCHEDULE

A. LUMP SUM ITEMS

Item No. 1 – Lump Sum

The base bid for the furnishing of all labor, materials, and equipment for the Construction Work associated with the Equalization Basin and Pump Station required for a complete operating installation as described in the Contract Documents and including all Items of Major Equipment listed in the following Tabulation of Major Equipment Items, for the lump sum of

fifteen million eight hundred seventy six and fifty nine

\_\_\_\_\_ Dollars and zero \_\_\_\_\_ Cents

TOTAL \$ 15,876,059  
(in figures)

Item No. 2 – Lump Sum

The base bid for the furnishing of all labor, materials, and equipment for work associated with the mass grading of the project site including the removal and offsite disposal of all excavated materials, for the lump sum of

One million six hundred eighty six two hundred

seventy \_\_\_\_\_ Dollars and zero \_\_\_\_\_ Cents

TOTAL \$ 1,686,270.00  
(in figures)

B. UNIT PRICED CONSTRUCTION ITEMS

Item No. 3 AMENDED PER ADDENDUM No. 2

**52**,750 square yards of 2-inch Asphaltic Concrete Course, complete in place.

@ Thirty \_\_\_\_\_ Dollars & sixty eight \_\_\_\_\_ Cents  
\$ 30.68 \_\_\_\_\_ \$ 176,418.00 \_\_\_\_\_  
per square yard Total

Item No. 4 AMENDED PER ADDENDUM No. 2

**52**,750 square yards of 8-inch C.W. Binder Course, complete in place.

@ Seventy three \_\_\_\_\_ Dollars & sixty four \_\_\_\_\_ Cents  
\$ 73.64 \_\_\_\_\_ \$ 423,402.00 \_\_\_\_\_  
per square yard Total

Item No. 5 AMENDED PE

~~52~~ 750 square yards of 12-incl

@ Eighteen

\$ 18.41  
per square yard

C. SUPPLEMENTAL UN

Item No. 6

300 cubic yards of supplemer

@ Thirty Se

\$ 37.0  
per cubic yard

Item No. 7

300 cubic yards of granular re

@ ninety two

\$ 92.50  
per cubic yard

Item No. 8

50 cubic yards of Class A con

@ five hundred Fift

\$ 555.00  
per cubic yard

Item No. 9

10,000 pounds of reinforcing S

@ One

\$ 1.04  
per pound

Item No. 10

250 cubic yards of Class C co

@ four hundred ni

\$ 419.58  
per cubic yard

Item No. 5 AMENDED PE

~~52~~ 750 square yards of 12-inch

@ Eighteen

\$ 18.41  
per square yard

C. SUPPLEMENTAL UN

Item No. 6

300 cubic yards of supplement

@ Thirty Seven

\$ 37.00  
per cubic yard

Item No. 7

300 cubic yards of granular re

@ ninety two

\$ 92.50  
per cubic yard

Item No. 8

50 cubic yards of Class A con

@ Five hundred Fifty

\$ 555.00  
per cubic yard

Item No. 9

10,000 pounds of reinforcing s

@ One

\$ 1.04  
per pound

Item No. 10

250 cubic yards of Class C co

@ four hundred nin

\$ 419.58  
per cubic yard



Item No. 5 AMENDED PER ADDENDUM No. 2

~~52~~ 750 square yards of 12-inches Class A compacted aggregate stone base, complete in place.

@ Eighteen Dollars & Fourty one Cents  
\$ 18.41 \$ 105,851.00  
per square yard Total

C. SUPPLEMENTAL UNIT PRICED FOUNDATION ITEMS ORDERED BY ENGINEER

Item No. 6

300 cubic yards of supplemental unclassified excavation, complete in place.

@ Thirty Seven Dollars & zero Cents  
\$ 37.00 \$ 11,100.00  
per cubic yard Total

Item No. 7

300 cubic yards of granular refill material, complete in place.

@ ninety two Dollars & Fifty Cents  
\$ 92.50 \$ 27,750.00  
per cubic yard Total

Item No. 8

50 cubic yards of Class A concrete, complete in place.

@ five hundred fifty five Dollars & zero Cents  
\$ 555.00 \$ 27,750.00  
per cubic yard Total

Item No. 9

10,000 pounds of reinforcing steel, complete in place.

@ One Dollars & four Cents  
\$ 1.04 \$ 10,434.00  
per pound Total

Item No. 10

250 cubic yards of Class C concrete, complete in place.

@ four hundred nineteen Dollars & Fifty eight Cents  
\$ 419.58 \$ 104,895.00  
per cubic yard Total

Item No. 11

10,000 pounds of ductile iron fittings, complete in place.

@ nine Dollars & fifty Cents  
\$ 9.50 \$ 95,000.00  
per pound Total

D. TOTAL BASE BID

The sum of Item Numbers 1 through 11 is

Eighteen million five hundred forty four thousand nine  
(in writing)  
hundred twenty nine Dollars and zero Cents  
(in writing)

Total Base Bid \$ 18,544,929.00  
(in figures)

II. PROPOSAL CONDITIONS

- A. It is expressly understood that quantities in the Bidding Schedule for Unit Price Items and Supplemental Unit Priced Items are approximate only and that payment on a Contract will be made only on the actual quantities of work completed in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.
- B. The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this Proposal and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings and Specifications.
- C. If this Proposal is accepted and the undersigned shall fail to contract as aforesaid, and to give the bond for faithful performance required by the General Conditions of Contract and by law, and to provide all insurance as required by the Contract Documents within thirty (30) days after the date of the award of the Contract, the City of Mt. Juliet at its option, determined that the bidder has abandoned this Contract and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Mt. Juliet.

III. MAJOR EQUIPMENT ITEMS

In connection with Major Items of Equipment to be furnished and installed under this Contract, the undersigned expressly agrees to the following provisions:

- A. That the Total Lump Sum Bid stated above includes the furnishing and installation of Items of Major Equipment of the manufacturers or suppliers listed as Sub-Item (a) in the following Tabulation.

- B. That the Owner may select items of any manufacturer or supplier as listed in the following tabulation, that the undersigned agrees to furnish and install such items as selected, and for a Contract Price equal to the Base Bid stated above, adjusted by the difference between the sum of the installed prices for all Sub-Item (a) and the sum of the installed prices for the items selected by the Owner as stated in the following tabulation, and this adjusted "Base Bid" shall be the basis for determination of the lowest, responsible bidder.
- C. That the installed price stated in the following tabulation of all Sub-Items includes the preparation and submission to the Engineer by the undersigned of detailed drawings showing all modifications (if any) of the Contract Drawings necessary to accommodate such equipment, all as defined and described in the General Conditions of Contract, in the paragraph designated as "Major Equipment Drawings."
- D. That the installation cost stated in the following Tabulation of all Sub-Items includes a complete operation installation, including the furnishing and installation of any and all changes or additions in structures, process piping, buildings, accessories, controls, and all other work necessary to accommodate the equipment.
- E. That if awarded a Contract for this project, all Items of Major Equipment selected from the following Tabulation by the Owner will be guaranteed by the undersigned and his Surety to meet the performance requirements of the Contract Specifications, as defined in the General Conditions of Contract in the paragraph designated as "Major Equipment Guarantees."
- F. It is expressly agreed that all items offered in the following Tabulation fully comply with the Contract Specifications.

TABULATION OF  
MAJOR EQUIPMENT ITEMS

Section No.	Item No.	Description	Manufacturer Or Supplier	Installed Price
16D	1	Variable Frequency Drives	(a) Square D <u>N MCC</u> (b) Allen Bradley (c) Cutler Hammer (d) _____	\$ <u>1 N MCC</u> \$ _____ \$ _____ \$ _____
16F	1	Motor Control Centers	(a) Square D (b) Cutler Hammer (c) Siemens (d) GE (e) _____	\$ <u>232,232</u> \$ _____ \$ <u>215,062</u> \$ _____ \$ _____
22B	1	Pumps	(a) Flygt (b) <u>KSB</u> (c) _____ (d) _____	\$ <u>285,000</u> \$ <u>215,060</u> \$ _____ \$ _____
24C	1	SCADA System	(a) Prime Controls (b) MR Systems (c) _____ (d) _____	\$ <u>182,000</u> \$ <u>209,137</u> \$ _____ \$ _____



Section No.	Item No.	Description	Manufacturer Or Supplier	Installed Price
23B	1	Odor Control System	(a) Evoqua (b) PrueAir (c) <u>Peeay fiberglass</u> (d) _____	\$ <u>205,000</u> \$ <u>120,000</u> \$ <u>89,000</u> \$ _____
25A	1	Prestressed Tanks	(a) CROM (b) Preload (c) Precon (d) _____	\$ <u>6,100,000.00</u> \$ _____ \$ <u>6,380,000.00</u> \$ _____

#### IV. GENERAL

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the conditional acceptance of this bid, bidder will execute the formal Contract attached within 15 days and deliver the Surety Bond or Bonds and insurance as required by the Contract Documents. The bid security attached in the sum of See Bid Bond Attached Dollars (\$ \_\_\_\_\_) is to become the property of the Owner in the event the Contract, Insurance and Bonds are not executed within the time above set forth.

#### V. STARTING AND COMPLETION AND LIQUIDATED DAMAGES

If awarded a Contract under this Proposal, the Undersigned proposes to start work at the site within fifteen (15) calendar days after the receipt from the Owner of a written Notice to Proceed. The Undersigned further agrees to fully complete all work covered by this Proposal to the point of final acceptance by the Owner within **540** consecutive calendar days from and including the date of receipt from the Owner of a written Notice to Proceed.

NOTE: The Contractor's attention is directed to the provisions for Liquidated Damages as provided in the Supplementary Conditions and in the Agreement Section in addition to the Excess Cost of Engineering.

#### VI. PROPOSAL SIGNATURE

State of INDIANA )  
 )ss  
County of MARION )

AARON PURDUE, being first duly sworn on oath deposes and says that the bidder on the above proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

AARON PURDUE, also deposes and says that he has examined and carefully prepared his bid proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Proposal or bid; that the statements contained herein are true and correct.

(a) Corporation

The bidder is a corporation organized and existing under the laws of the State of Indiana, which operates under the legal name of Bowen Engineering Corporation and the full names of its officers are as follows:

President Doug Bowen  
Secretary Carey Weddle  
Treasurer \_\_\_\_\_  
Manager \_\_\_\_\_

and it (does) or (does not) have a corporate seal. The ~~(name)~~ \_\_\_\_\_ is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken on \_\_\_\_\_, a certified copy of which is hereto attached.  
(Strike out this last sentence if not applicable.)

(b) Partnership

The bidder is a partnership consisting of individual partners whose full names are as follows:

N/A \_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of:

\_\_\_\_\_

(c) Individual

The bidder is an individual whose full name is N/A \_\_\_\_\_, and, if operating under a trade name, said trade name is \_\_\_\_\_.

Dated 20<sup>th</sup> February, 2025



(Seal - If Corporation)  
(Sign Here)

BOWEN ENGINEERING CORPORATION  
Legal Entity

By: AARON PURDUE



Telephone No. 317.842.2616

Subscribed and sworn to before me this 20<sup>th</sup> day of FEBRUARY, 2025.



Notary Public

My Commission Expires:

OCTOBER 17, 2032



### CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Bowen Engineering Corporation  
(hereinafter called the Principal) and Continental Casualty Company

(hereinafter called the Surety), a corporation chartered and existing under the laws of the State of Illinois with its principal offices in the City of Chicago and authorized to do business in the State of Tennessee are held and firmly bound unto the City of Mt. Juliet, Tennessee (hereinafter called the Owner), in the full and just sum of \_\_\_\_\_ percent of the Maximum Amount of the Total Bid Dollars (\$ 5% )

good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted to the Owner, a proposal for furnishing all labor, materials, equipment and incidentals necessary to furnish and install the Equalization Basin and Pump Station project.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within fifteen days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Proposal and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, in an amount of One Hundred Percent (100%) of the total contract price in form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 25th day of February, 2025.

Bowen Engineering Corporation

BY Aaron Purdue, Vice President of Operations (Seal)

Continental Casualty Company

Robert L. Sherfick, Attorney-in-Fact (Seal)

Countersigned David Bowles

Local Resident Producing Agent for Continental Casualty Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Jason D McEldowney, Katie Pikula, John W Hannon III, Robert L Sherfick, Individually**

of Carmel, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 23rd day of September, 2023.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Larry Kasten

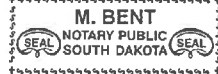
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 23rd day of September, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

### CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 25th day of February, 2025.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Johnson

Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(hereinafter called the Principal) and \_\_\_\_\_

\_\_\_\_\_,  
(hereinafter called the Surety), a corporation chartered and existing under the laws of the State of \_\_\_\_\_  
with its principal offices in the City of \_\_\_\_\_  
and authorized to do business in the State of \_\_\_\_\_ are held and firmly  
bound unto the City of Mt. Juliet, Tennessee (hereinafter called the Owner), in the full and just sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

good and lawful money of the United States of America, to be paid upon demand of the Owner, to which  
payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors,  
administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted to the Owner, a proposal for  
furnishing all labor, materials, equipment and incidentals necessary to furnish and install the Equalization  
Basin and Pump Station project.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified  
bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted,  
the Principal shall, within fifteen days after the date of receipt of a written notice of award of contract,  
execute a contract in accordance with the Proposal and upon the terms, conditions and price(s) set forth  
therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract  
performance bond payable to the Owner, in an amount of One Hundred Percent (100%) of the total  
contract price in form and with security satisfactory to said Owner, then this obligation to be void;  
otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal  
to comply with any or all of the foregoing requirements within the time specified above, immediately pay  
to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States  
of America.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed  
and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

BY \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Seal)

Countersigned \_\_\_\_\_

Local Resident Producing Agent for \_\_\_\_\_

STATEMENT OF COMPLIANCE CERTIFICATE  
DRUG POLICY

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that BOWEN ENGINEERING CORPORATION  
have fully complied with all the requirements of TCA § 50-9-113 and TCA § 50-9-114  
Tennessee Code Annotated; Title 50; attached herewith for reference.

- The City of Mt. Juliet; Department of Public Works operates a drug-free workplace program as certified under this chapter.
- The City of Mt. Juliet's drug-free workplace program provides for testing of employees for workplace use of drugs or alcohol.
- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Mt. Juliet.

Note: All prospective Bidders may review the City of Mt. Juliet's drug-free workplace program by contacting the City of Mt. Juliet; Department of Public Works at the location provided in the Invitation to Bid.

Signed: 

State of INDIANA )  
 ) ss  
County of MADISON )

Personally appeared before me, LAURA ELAINE DANEY the undersigned Notary Public,  
ARON PURDUE, the within named bargainer, with whom I am  
personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of  
the BOWEN ENGINEERING, Corporation, Partnership, Sole  
Proprietorship (as applicable) and acknowledged to me that he executed the foregoing  
document for the purposes recited therein.

Witness my hand, at office, this 20<sup>TH</sup> day of FEBRUARY, 2025.

  
Notary Public

My commission expires OCTOBER 17<sup>TH</sup>, 2032

Source: Tennessee Code/TITLE 50 EMPLOYER AND EMPLOYEE /CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS /50-9-114. Information to be included within bid or procurement specifications for construction services – Contesting a contract.

**50-9-114. Information to be included within bid or procurement specifications for construction services – Contesting a contract.**

(a) The state or any local government, including departments, divisions, or agencies thereof, shall include within any bid or procurement specifications for construction services the following information:

(1) A statement as to whether the government entity issuing a construction service bid or other procurement specification operates a drug-free workplace program as certified under this chapter or operates any other program that provide for testing of employees for workplace use of drugs or alcohol;

(2) If operating such a program, a statement that describes the government entity's drug-free workplace or alcohol and drug testing program; and

(3) A statement that all bidders or proposals for construction services are required to submit an affidavit as part of their bid, that attests that such bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the governmental entity.

(b) Unless suit is filled in chancery court, employers shall have seven (7) calendar days to contest a contract entered into by employers subject to the provisions of this section with a local government or state government. Employers that do not contest such contracts within seven (7) calendar days by filing suit in chancery court shall waive their rights to challenge such contracts for violating the provisions of this section. Such contracts shall be contested in chancery court in the county where the contract was entered. The trial of the alleged violation of the provisions of this section shall be expedited by giving it priority over all cases on the trial docket, except workers' compensation cases.

[Acts 2002, ch. 693, § 1.]

STATEMENT OF COMPLIANCE CERTIFICATE  
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that BOWEN ENGINEERING CORPORATION  
have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and  
Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4,  
Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit  
(by executing this compliance document) as part of their bid, that attests that such Bidder  
shall comply with requirements of Chapter No. 878.

Signed: AR

State of INDIANA )  
 ) ss  
County of MARION )

Personally appeared before me, LAURA ELAINE DABNEY the undersigned Notary Public,  
AARON PURDUE, the within named bargainor, with whom I am  
personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of  
the BOWEN ENGINEERING, Corporation, Partnership, Sole  
Proprietorship (as applicable) and acknowledged to me that he executed the foregoing  
document for the purposes recited therein.

Witness my hand, at office, this 20TH day of FEBRUARY, 2025

Laura Elaine Dabney  
Notary Public

My commission expires OCTOBER 17TH 2032

**Chapter No. 878] PUBLIC ACTS, 2006**

SECTION 2. The commissioner of finance and administration is authorized to promulgate rules and regulations to effectuate the purposes of this act. All such rules and regulations shall be promulgated in accordance with the provisions of Tennessee Code Annotated, Title 4, Chapter 5.

SECTION 3. For the purpose of promulgating rules, this act shall take effect upon becoming a law, the public welfare requiring it. For all other purposes, this act shall take effect January 1, 2007, the public welfare requiring it.

**PASSED: May 25, 2006**

**APPROVED this 15<sup>th</sup> day of June 2006**

  
JIMMY RAIFEH, SPEAKER  
HOUSE OF REPRESENTATIVES

  
JOHN S. WILDER  
SPEAKER OF THE SENATE

  
PHIL BREDESEN, GOVERNOR



STATEMENT OF COMPLIANCE CERTIFICATE  
NON-BOYCOTT OF ISRAEL

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that BOWEN ENGINEERING CORPORATION  
fully complies with all the requirements of Chapter No. 775 (House Bill No. 2673 and Senate Bill  
No. 1993) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part 127,  
attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit  
(by executing this compliance document) as part of their bid, that attests that such Bidder  
shall comply with requirements of Chapter No. 775.

Signed: \_\_\_\_\_

State of INDIANA )  
 ) ss  
County of MARION )

Personally appeared before me, LAURA ELAIN DABNEY the undersigned Notary Public,  
AARON PURDUE, the within named bargainer, with whom I am  
personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of  
the BOWEN ENGINEERING, Corporation, Partnership, Sole  
Proprietorship (as applicable) and acknowledged to me that he executed the foregoing  
document for the purposes recited therein.

Witness my hand, at office, this 20<sup>TH</sup> day of FEBRUARY, 2025.

Laura Elain Dabney  
Notary Public

My commission expires OCTOBER 17<sup>TH</sup> 2032

## NON-COLLUSION AFFIDAVIT

Each Contractor submitting a bid must fill out the following Affidavit:

STATE OF INDIANA )  
 )ss  
COUNTY OF MARION )

Affiant, ARRON PURDUE,  
makes oath that he is the VICE PRESIDENT OF OPERATIONS of  
the BOWEN ENGINEERING CORPORATION; and that the only parties directly  
or indirectly interested in this Contract are named herein; and that neither the Mayor, Alderman,  
Commissioner or any other City Official is directly or indirectly interested in this Contract or the  
proceeds thereof; and that the undersigned affiant has not given or donated or promised to give  
or donate directly or indirectly to any official or employee of the City of Mt. Juliet, Tennessee or  
to anyone else for his benefit any sum of money or other thing of value for aid or assistance in  
obtaining this Contract.

Signed: Laura Elaine Draney

Subscribed and sworn to before me this

20<sup>TH</sup> day of FEBRUARY, 2025.

LAURA ELAINE DRANEY