CONTRACT DOCUMENTS

ROANE COUNTY

DWR - NON COLLABORATIVE ARP: 2022 – 8768 (ROANE COUNTY) – DW – PDC – 2

HWY 58 & RIVER RD. WATERLINE UPGRADE

CONTRACT B
MATERIAL BID – PIPE FITTINGS & APPURTENANCES

WATTS BAR UTILITY DISTRICT

PREPARED BY
IVINS & IVINS ENGINEERING, INC.
357 DOMINION CIRCLE
KNOXVILLE, TN 37934

MARCH 2025

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Advertisement for Bids

Grantee Name: Roane County
Project Owner: Watts Bar Utility District
Project Name: DWR – ARP: 2022-8768 (Roane)
Hwy 58 & River Rd. Waterline Upgrade
Contract A – Material Bid – 12" Ductile Iron Pipe
Contract B - Material Bid – Pipe Fittings & Appurtenances
Contract C – Material Bid – Mineral Aggregate

Date: April 8, 2025

Roane County will be soliciting bids for the Watts Bar Utility District Hwy 58 & River Rd. Waterline Upgrade. The project begins at the Hwy 58 bridge in Kingston and ends at the existing water tank on River Rd. This project will have several positive functions for the community. The project includes replacing approximately 13,740 LF of existing 6" waterline with 12" ductile iron waterline. CONTRACT A IS FOR THE MATERIAL BID OF 12" DUCTILE IRON PIPE; CONTRACT B IS FOR THE MATERIAL BID OF PIPE FITTINGS & APPURTENANCES: CONTRACT C IS FOR THE MATERIAL BID OF MINERAL AGGREGATE

This project is being supported with the American Rescue Plan Act, Coronavirus State and Local Recovery Fund grant funding. Therefore, certain restrictions and other federal requirements attach to this opportunity.

Separate sealed bids for Hwy 58 & River Rd. Waterline Upgrade Material Bid – Contracts A and B will be received by Roane County & Watts Bar Utility District at P.O. Box 910, 421 N Kentucky St., Kingston, TN 37763 until 1:00 p.m. May 6, 2025 and then at said office publicly opened and read aloud. Any person with a disability requiring special accommodations must contact the Watts Bar Utility District no later than 7 days prior to the bid opening.

IF NECESSARY, A ***MANDATORY*** Pre-bid Meeting will be held at a time and place TBD. All bidders will be required to attend the Pre-Bid Meeting and sign the attendance sheet at the meeting. Bids received from bidders who have not attended the Pre-Bid Meeting and signed the attendance sheet at the meeting will be considered non-responsive.

All bid documents may be examined at the following: Ivins & Ivins Engineering, Inc., 357 Dominion Circle, Knoxville, TN 37934 by appointment only. Call 865-803-7281 to make an appointment. To obtain complete DIGITAL project bidding documents, please email Lisa Ivins at lisa@ivinsandivins.com. There is no cost for digital bidding documents. Bidders must not appear on Sam.gov disbarment list.

We encourage all small and minority owned firms and women's business enterprises to participate.

PLEASE NOTE: Official document holders list will only be the list maintained by Ivins & Ivins Engineering, Inc. It is the sole responsibility of ALL document holders to periodically check for Addenda.

The owner reserves the right to waive any informalities or to reject any or all bids.

Watts Bar Utility District
Brandon Houston, Chairman

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

The **WATTS BAR UTILITY DISTRICT** (herein called the "Owner), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of **WATTS BAR UTILITY DISTRICT** until **1:00** o'clock P.M. E.S.T, **MAY 6, 2025**, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to **WATTS BAR UTILITY DISTRICT** at **P.O. BOX 910 N KENTUCKY ST. KINGSTON, TN 37763** and designated as bid for

DWR - NON COLLABORATIVE ARP: 2022-8768 (ROANE COUNTY) – DW- PDC-2
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WATTS BAR UTILITY DISTRICT

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid:

Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Iran Divestment Act Certification; Byrd Anti-Lobbying Amendment Certification and the Non-Boycott of Israel Certification. All blank spaces for bid prices must be filled in, in ink or typewritten and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted.

3. Method of Bidding:

The Owner invites the following bid:

DWR - NON COLLABORATIVE ARP: 2022-8768 (ROANE COUNTY) – DW-PDC-2 .
HWY 58 & RIVER ROAD UPGRADE
CONTRACT B – MATERIAL BID – PIPE FITTINGS & APPURTENANCES
WATTS BAR UTILITY DISTRICT

TOTAL AMOUNT MUST INCLUDE ALL APPLICABLE COST, INCLUDING BUT NOT LIMITED TO SHIPPING, FREIGHT, AND DELIVERY. PAYMENT BY INVOICE.

4. Qualification of Bidder:

The Owner may make such investigations as s/he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" or Purchase Order from the Owner and to fully complete the project within N/A consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $N/A for each consecutive calendar day thereafter.

6. Addenda and Interpretations:

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally.

All requests for such interpretation should be in writing addressed to Lisa Ivins at lisa@ivinsandivins.com and to be given consideration must be received at least five days

prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be not later than two days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the bid submission.

7. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

8. Method of Award - Lowest Qualified Bidder:

After receiving bids and determining the amount of funds estimated by the OWNER as available to finance the contract, the OWNER will award the contract based upon the lowest and most responsive bid. The lowest responsible bidder will be determined upon the basis of the lowest base bid and meeting the bid specifications. The OWNER may not negotiate with any Bidder to reduce or alter the submitted bid.

9. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

All vehicles and equipment submitted in the bid must MEET OR EXCEED the OWNER'S specifications and MUST meet all applicable industry standards.

BIDDER discounts and terms, if any, must be clearly stated in the submitted bid.

BID

DWR - NON COLLABORATIVE ARP: 2022-8768
(ROANE COUNTY) – DW- PDC-2
HWY 58 & RIVER ROAD UPGRADE
CONTRACT 'B' - MATERIAL BID- PIPE FITTINGS & APPURTENANCES
WATTS BAR UTILITY DISTRICT

Date _____

Proposal of _____ (hereinafter called "Bidder")[1] a corporation organized and existing under the laws of the State of _____, partnership, or an individual doing business as a _____ .

To **Watts Bar Utility District** (hereinafter called "Owner")

The Bidder, in compliance with your invitation for bids for the material of the

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having examined the specifications hereby proposes to furnish all materials at the prices stated below. These prices are to cover all expenses *INCLUDING DELIVERY TO 238 MAYS VALLEY RD., HARRIMAN, TN.*

Bidder acknowledges receipt of the following addendum:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

[1]Insert "a corporation", "a partnership", or "an individual" as applicable.

Bidder agrees to supply the materials described in the specifications and for the following unit prices:

Item	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1	12" Gate Valve	EA	24	$	$
2	12 " Grip Ring	EA	80	$	$
3	12" Field Locking Gasket	EA	240	$	$
4	12" MJ Pack	EA	56	$	$
5	12" Swivel Adapter	EA	18	$	$
6	12" Tee MJ	EA	7	$	$
7	12" Plug MJ	EA	2	$	$
8	12" x 8" Reducer MJ	EA	1	$	$
9	12" x 6" Reducer MJ	EA	2	$	$
10	12" x 4" Reducer MJ	EA	1	$	$
11	12" x 2" Tapping Saddle	EA	2	$	$
12	12" x 6" Tee MJ	EA	10	$	$
13	12" x 6" Fire Hydrant Tee	EA	5	$	$
14	12" 45° MJ	EA	5	$	$
15	12" 22.5° MJ	EA	6	$	$
16	12" 11.25° MJ	EA	16	$	$
17	8" Gate Valve	EA	2	$	$
18	8 " Grip Ring	EA	8	$	$
19	8" MJ Pack	EA	6	$	$
20	8" Swivel Adapter	EA	2	$	$
21	8" Tee MJ	EA	1	$	$
22	6" Gate Valve	EA	20	$	$
23	6 " Grip Ring	EA	12	$	$
24	6" Alpha Coupler	EA	8	$	$
25	6" MJ Pack	EA	30	$	$
26	6" X 18" Swivel Adapter	EA	20	$	$
27	6" Solid Sleeve MJ	EA	2	$	$
28	6" Tee MJ	EA	4	$	$
29	4" Gate Valve	EA	1	$	$
30	4" Alpha Coupler	EA	1	$	$
31	4" Grip Ring	EA	2	$	$
32	4" MJ Kit	EA	4	$	$
33	2" Gate Valve	EA	4	$	$
34	2" x 12" Brass Nipple	EA	8	$	$
35	2" EZ Coupler	EA	4	$	$
36	#10 Copper Locating Wire	LF	13,800	$	$
37	Waterproof Wire Connectors	EA	70	$	$
38	Fire Hydrant	EA	6	$	$
				TOTAL	**$**

The above unit prices shall include materials and delivery.

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 60 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days,

Respectfully submitted:

By: _____

(Signature)

Name (typed or printed) _____

Title _____

Bidder's Business Address: _____

_____

Business Phone No. (_____) _____

Business FAX No. (_____) _____

Business E-Mail Address _____

(SEAL – if bid is by a corporation)

STATE OF TENNESSEE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

☐ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

☐ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or
commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

☐ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

☐ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative	**Date**
Printed Name	**Phone Number / Email Address**

☐ I am unable to certify to the above statements. Explanation is attached.

STATE OF TENNESSEE

IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	**DWR NON COLLABORATIVE ARP: 2022-8768 (ROANE COUNTY) - CONTRACT B - MATERIAL BID - PIPE FITTINGS & APPURTENANCES**
BIDDER/VENDOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html

The bidder/contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

BIDDER/VENDOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Bidder/ Venfor

PRINTED NAME AND TITLE OF SIGNATORY

DATE

STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER $100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

☐ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

☐ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

☐ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Representative	**Date**
Printed Name and Title	**Phone Number / Email Address**

STATE OF TENNESSEE

NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

1) In compliance with, or adherence to, calls for a boycott of Israel, or

2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Signature of Authorized Representative	**Date**
Printed Name	**Phone Number / Email Address**

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____, herein called "Owner", acting herein through its _____, and _____

(a corporation) (a partnership) (an individual doing business as _____)

STRIKE OUT INAPPLICABLE TERMS

of _____, County of _____, and State of _____, hereinafter called "Bidder/Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the Bidder/Vendor hereby agrees with the OWNER to provide the materials described as follows:

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hereinafter called the project, for the sum of _____

_____Dollars ($_____)

and at this (it's or their) own property cost and expense to furnish and deliver all the materials as stated in the contract documents as prepared by Ivins & Ivins Engineering, Inc., herein entitled the Engineer.

The Bidder/Vendor hereby agrees to provide material in a timely manner as requested by the OWNER after approval of the shop drawings by the Engineer.

The OWNER agrees to pay the Bidder/Vendor in current funds for the material at the bid unit price after delivery.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

_____
(Secretary) (Owner)

_____ By: _____
(Witness)

_____
(Title)

(Seal)
ATTEST:

_____
(Secretary) (Owner)

_____ By: _____
(Witness)

_____
(Title)

_____
(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Bidder/Vendor is a corporation, Secretary should attest.

Required and Recommended State and Local Fiscal Recovery Funds (SLRF) Supplemental Conditions for Contracts

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Debarment and Suspension

Non-federal entities, contractors and subcontractors are subject to debarment and suspension regulations. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. The debarment and suspension clause is required for all contracts and subcontracts for $25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. This is also applicable to subcontractors of more than $100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than $100,000 must also file the required certification regarding lobbying.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Contractors who apply or bid for an award of $100,000 or more shall file the required

certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

"In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Domestic Preference for Procurement

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

"Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in

the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

Access to Records

NFEs and their contractors and subcontractors must give the Department of Treasury and other authorized representatives access to records associated with their awards during the federally required record retention period and as long as the records are retained.

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Contract Changes or Modifications

To be eligible for ARP SLFRF assistance under the non-Federal entity's Treasury grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

Compliance with Federal Law, Regulations and Executive Orders

The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

"This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives."

Program Fraud and False or Fraudulent Statements or Related Acts

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. It is that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and

acting legal representative of _____

do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority do execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: _____ _____

Section 02664

PIPE FITTINGS & APPURTENANCES

PART 1 GENERAL

1.1 WORK INCLUDED

A. The work covered by this section consists of furnishing all materials including delivery.

B. The bidder/vendor shall use only new materials that conform to the standards and specifications as listed herein. The bidder/vendor is responsible for all material including material that is found defective or damaged in handling. Any material found to be defective during construction will be rejected.

C. Any material substitution must be pre-approved by WBUD in writing prior to the bid opening.

PART 2 PRODUCTS

2.1 DUCTILE IRON FITTINGS

A. Ductile iron fittings shall be manufactured in accordance with and conform to the requirements of ANSI/ AWWA C153/A21.53. Fittings and accessories shall be furnished with mechanical type joints in accordance with ANSI/AWWA C111/A21.11 or latest revision. Bituminous coating (inside and out) and cement line shall be in accordance with ANSI/AWWA C104/A21.4. Fittings from 4” to 24” shall be pressure rated for 350 psi.

2.2 TAPPING SADDLE

A. Tapping saddle shall be stainless steel with ductile iron flange as manufactured by Romac Industries, Mueller, Ford, Smith-Blair or pre-approved equal. Tapping saddle shall meet the requirements of MSS SP-124 and AWWA C223.

B. The ductile iron flange shall meet or exceed ASTM A536, Grade 65-45-12. All flanges shall be in accordance with ANSI class 125 and 150 drillings and recessed to accept tapping valve.

C. Stainless steel shall meet or exceed ASTM A240 type 304 UNS designated S30400.

D. Tapping saddle shall be rated for a working pressure of 250 psi and a test pressure of 312 psi for pipe sized 4” to 8”. For pipe sized 10” – 24”, the tapping sleeve shall be rated for a working pressure of 200 psi and a test pressure of 300 psi.

2.3 GATE VALVES

A. Gate valves 2” and larger shall be the resilient wedge type rated for a working pressure and bubble tight test of 250 psi and shall be manufactured to meet all requirements of AWWA C509. Gate valves shall be manufactured by Mueller, M & H Valve or pre-approved equal.

B. Gate valves shall be of the non-rising stem type. The inside and outside of all valves shall be coated with epoxy meeting AWWA C550. The gate shall be totally encapsulated in rubber. All gate valves will have a 2” square operating nut.

C. The valve shall be clearly marked with the manufacturer's name, year of casting, size, pressure rating, and "OPEN" with direction shown by arrow. The valve shall open by counterclockwise operation unless otherwise specified.

D. All valves shall be furnished with extension stems, as necessary, to bring the operating nut to within 30-inches of the top of the valve box. Connection to the valves shall be with a wrench nut coupling and a set screw to secure the coupling to the valve's operating nut. The coupling and square wrench nut shall be welded to the extension stem. Extension stems shall be manufactured by Mueller or M & H Valves or pre-approved equal.

2.4 TAPPING SADDLE

A. Tapping saddle shall be stainless steel with ductile iron flange as manufactured by Romac Industries, Mueller, Ford, Smith-Blair or pre-approved equal. Tapping saddle shall meet the requirements of MSS SP-124 and AWWA C223.

B. The ductile iron flange shall meet or exceed ASTM A536, Grade 65-45-12. All flanges shall be in accordance with ANSI class 125 and 150 drillings and recessed to accept tapping valve.

C. Stainless steel shall meet or exceed ASTM A240 type 304 UNS designated S30400.

D. Tapping saddle shall be rated for a working pressure of 250 psi and a test pressure of 312 psi for pipe sized 4" to 8". For pipe sized 10" – 24", the tapping sleeve shall be rated for a working pressure of 200 psi and a test pressure of 300 psi.

2.5 FIRE HYDRANTS

A. Fire hydrants shall be of the compression type and shall meet AWWA C-502 specifications.

B. All hydrants shall be 4-1/2-inch valve opening size. All hydrants shall be furnished with two 2-1/2" threaded brass hose nozzles and one threaded brass pumper nozzle. All hydrants shall have a cast iron body, be fully bronze mounted, and designed for operation at a working water pressure of 250 psi. Hydrants shall be Mueller Super Centurion 250 3-way A-421 MJ. Any material substitution must be pre-approved by WBUD in writing.

C. All hydrants shall be equipped with a safety flange located not more than 2" above ground and a two-piece shaft break-away assembly.

D. All hydrants shall open on counter-clockwise operation, unless otherwise specified.

E. All hydrants shall be marked with manufacturer's name, size of the main valve, year of manufacture, and direction of opening.

2.6 WATERPROOF WIRE CONNECTORS

A. Wire connectors shall be:

1. Waterproof and corrosion proof
2. Pre-filled with dielectric sealant that never hardens
3. One piece
4. Approved for direct bury
5. Sealant temperature rating of -45^{o} F to 400^{o} F
6. Designed for low voltage tracer splices and cathodic applications up to 50V

7. Equipped with outer lid that locks down in three places.

B. Shall be blue DryConn Direct Bury Lug #90220 as manufactured by King Innovation or pre-approved equal.

2.7 TRACER WIRE

A. Tracer wire shall be #10 AWG solid copper conductor tracer wire insulated with blue 30 mil HDPE insulation rated for direct burial use at 30 volts.

END OF SECTION