

**Specifications and Contract Documents
KY Highway 181 Waterline Replacement Project
Contract No. 1 – 12” Waterline to Allender’s Hill**

prepared for the

**Logan/Todd
Regional
Water
Commission**



PRELIMINARY

Chairman

John Mason Barnes

Board Members

Carroll Browning	Deann Saye
Jimmy Covington	Martha Jo Ray
Theresa Lewis	Arthur Green
Mark Stratton	Donna Blake
John Haley	Mike Hughes
Smiley Smotherman	Ann Schneider

prepared by

McCree Engineering, Inc.

202 Ewing Street, P. O. Box 267
Guthrie, Kentucky 42234
(270) 483-9985

Logan Todd Regional Water Commission
KY Highway 181 Waterline Replacement Project
Contract No. 1 – 12” Waterline to Allender’s Hill

ADDENDUM No. 1

April 6, 2021

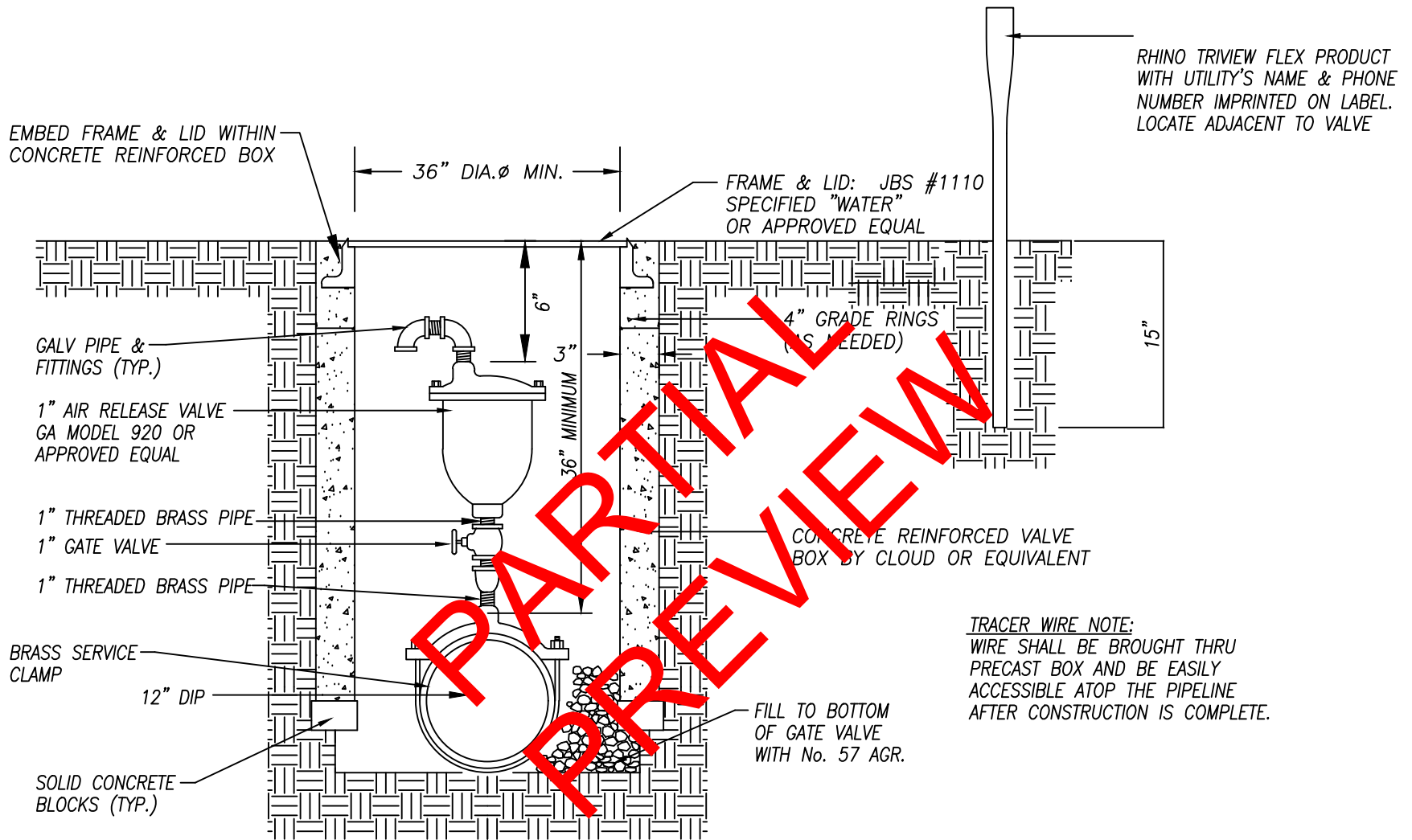
This ADDENDUM to plans, specifications and bidding documents for the subject project modifies the referenced items to the extent described herein. Items not modified by this ADDENDUM remain unchanged and in full effect. Bidders are required to acknowledge receipt of this ADDENDUM on the Bid Form.

1. Contract Drawings: ‘Intermediate Air Release Valve’ - Replace Detail 6, Sheet D2 with the attached. The latest version specifies the use of a service clamp/saddle with tap. {Revised Detail, only, attached.}.

END OF ADDENDUM NO. 1 TEXT

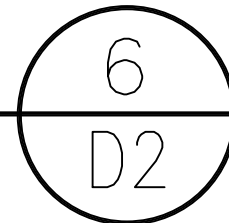
This ADDENDUM consists of a total of 2 pages.

PARTIAL
PREVIEW



INTERMEDIATE AIR RELEASE VALVE

NOT TO SCALE



Logan Todd Regional Water Commission
KY Highway 181 Waterline Replacement Project
Contract No. 1 – 12” Waterline to Allender’s Hill

ADDENDUM No. 2

April 23, 2021

This ADDENDUM to plans, specifications and bidding documents for the subject project modifies the referenced items to the extent described herein. Items not modified by this ADDENDUM remain unchanged and in full effect.

Bidders are required to acknowledge receipt of this ADDENDUM on the Bid Form.

1. Request for Bids – Project Re-bid: The Logan Todd Regional Water Commission has elected to reject all bids as previously received on April 20, 2021. Therefore, the Commission is currently re-advertising for new bids to be received on Thursday, May 6th at 1:00 pm in their Water Plant, located at 248 Tower Street; PO Box 400, Guthrie, Kentucky 42234. (Attachment: The modified Request for Bids consists of a total of 1 page.)
2. Specifications – Section 01-210 “Materials Purchased Directly by Owner”: The referenced specification is DELETED from the Contract Documents. The Owner **will not** be purchasing directly any materials for this project. The Bidder’s respective unit prices shall include the cost of all necessary materials, including applicable sales tax, for a complete installation. (Attachment: None)
3. Bidding Documents: In addition to the submission of the Bid Form and Bid Bond, each Bidder is required to complete and submit the Statement of Experience, Compliance Statement (RD-400-6), Certification for Contracts, Grants, & Loans (RD 1940-Q), and Certification Regarding Debarment (AD-1048). (Attachment: none.)

END OF ADDENDUM NO. 2 TEXT
This ADDENDUM consists of a total of 2 pages.

ADVERTISEMENT FOR BIDS

Logan Todd Regional Water Commission
P.O. Box 400
248 Tower Street
Guthrie, KY 42234

RE: KY Highway 181 Waterline Replacement Project: Contract No. 1 – 12” Waterline to Allender’s Hill

The **Logan Todd Regional Water Commission** will receive separate, sealed Bids for their **KY Highway 181 Waterline Replacement Project: Contract No. 1 – 12” Waterline to Allender’s Hill (RE-BID)** until **1:00 p.m., Thursday, May 6, 2021** at the office of Logan Todd Regional Water Commission, 248 Tower Street, P.O. Box 400, Guthrie, Kentucky 42234, at which time they will be publicly opened and read aloud.

The work to be performed involves the installation of over 12,000 LF of 12-inch waterline plus other appurtenances to replace an existing transmission line running generally along KY Highway 181 in Todd County (KY). Bids will be received for a single prime Contract. Bids shall be on a unit price basis.

The Issuing Office for the Bidding Documents is: McGhee Engineering, Inc., at P.O. Box 267, 202 South Ewing Street, Guthrie, Kentucky 42234 or by calling (270) 483-9985. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:30-4:30 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Plans must be ordered by visiting www.mcgheengineering.com and clicking “**Bid Opportunities**”. Plans will be sold with an option of Digital only OR Printed Set OR Digital copy. Bids will be accepted only from registered contractors holding approved bid forms provided by the Issuing Office. Plan holders may be viewed at www.mcgheengineering.com.

“Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The demerits and minor comments waiver apply to this contract.”

Bid security shall be furnished in accordance with the Instructions to Bidders.

Published by the authority of the Logan Todd Regional Water Commission
Tyle Kenner, Manager

Dated: April 22, 2021

Logan Todd Regional Water Commission
KY HIGHWAY 181 WATERLINE REPLACEMENT PROJECT
Contract No. 1 – 12” Waterline to Allender’s Hill
CONTRACT DOCUMENTS

Table of Contents

<u>Bidding Documents</u>	<u>Pages</u>
Advertisement for Bids	1
Instructions to Bidders	12
Bid Bond (EJCDC C-430)	2
Bid Form (EJCDC C-410)	7
Statement of Experience	1
Certification for Contracts, Grants and Loans (RD 1940-Q)	1
Certification Regarding Debarment, etc (AD 1048)	2
Compliance Statement (RD 400-6)	2
<u>Agreement Section</u>	
Notice of Award	1
Agreement (EJCDC C-520)	6
Performance Bond (EJCDC C-610)	3
Payment Bond (EJCDC C-615)	3
Power of Attorney (Provided by Contractor)	-
Notice to Proceed	1
Certificate of Insurance (Provided by Contractor)	-
<u>Conditions Section</u>	
General Conditions (EJCDC C-700)	66
Certificate of Owner’s Attorney & Funding Agency Concurrence	1
Supplementary Conditions	25
Contract Change Order Form (RD 1924-7)	1
Project Sign Details	1
Project Special Conditions	3
<u>Technical Specifications</u>	
01-100 Summary of Work	4
01-200 Submittals	2
01-900 Construction Layout & Record Drawings	2
02-100 Water Main General Requirements	5
02-200 Water Main Materials	6
02-300 Water Main Construction	11
02-400 Water Main Testing and Acceptance	2
02-500 Water Main Measurement and Payment	7
<u>Appendix</u>	
Appendix 1 - KPDES Form NOI-SW (Notice of Intent for Storm Water Discharges)	
Appendix 2 – USDA Kentucky Bulletin info regarding American Iron & Steel (AIS Requirement)	
Appendix 3 – Miscellaneous Project Permits (Army Corp, KDOW, KYTC, County, USF&W, etc)	
<u>Contract Drawings</u>	
Contract Drawings consist of 15 sheets bound separately from this document. See the index on the cover sheet of the Contract Drawings.	

ADVERTISEMENT FOR BIDS

Logan Todd Regional Water Commission
P.O. Box 400
248 Tower Street
Guthrie, KY 42234

RE: KY Highway 181 Waterline Replacement Project: Contract No. 1 – 12” Waterline to Allender’s Hill

The **Logan Todd Regional Water Commission** will receive separate, sealed Bids for their **KY Highway 181 Waterline Replacement Project: Contract No. 1 – 12” Waterline to Allender’s Hill (RE-BID)** until **1:00 p.m., Thursday, May 6, 2021** at the office of Logan Todd Regional Water Commission, 248 Tower Street, P.O. Box 400, Guthrie, Kentucky 42234, at which time they will be publicly opened and read aloud.

The work to be performed involves the installation of over 12,000 LF of 12-inch waterline plus other appurtenances to replace an existing transmission line running generally along KY Highway 181 in Todd County (KY). Bids will be received for a single prime Contract. Bids shall be on a unit price basis.

The Issuing Office for the Bidding Documents is: McGhee Engineering, Inc., at P.O. Box 267, 202 South Ewing Street, Guthrie, Kentucky 42234 or by calling (270) 483-9985. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:30-4:30 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Plans must be ordered by visiting www.mcgheengineering.com and clicking “**Bid Opportunities**”. Plans will be sold with an option of Digital only OR Printed Set OR Digital copy. Bids will be accepted only from registered contractors holding approved bid forms provided by the Issuing Office. Plan holders may be viewed at www.mcgheengineering.com.

“Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The demerits and minor comments waiver apply to this contract.”

Bid security shall be furnished in accordance with the Instructions to Bidders.

Published by the authority of the Logan Todd Regional Water Commission
Tyle Kenner, Manager

Dated: April 22, 2021

INSTRUCTIONS TO BIDDERS

A. These Instructions to Bidders establish requirements for Bidding and Award of Contract.

B. Table of Articles

Article 1 – Defined Terms

Article 2 – Copies of Bidding Documents

Article 3 – Qualifications of Bidders

Article 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program;
Other Work at the Site

Article 5 – Bidder’s Representations

Article 6 – Pre-Bid Conference

Article 7 – Interpretations and Addenda

Article 8 – Bid Security

Article 9 – Contract Times

Article 10 – Liquidated Damages

Article 11 – Substitute and “Or-Equal” Items

Article 12 – Subcontractors, Suppliers, and Others

Article 13 – Preparation of Bid

Article 14 – Basis of Bid

Article 15 – Submittal of Bid

Article 16 – Modification and Withdrawal of Bid

Article 17 – Opening of Bids

Article 18 – Bids to Remain Subject to Acceptance

Article 19 – Evaluation of Bids and Award of Contract

Article 20 – Bonds and Insurance

Article 21 – Signing of Agreement

Article 22 – Retainage

Article 23 – Licenses, Fees & Taxes

Article 24 – Wage Rate Determination

Article 25 – Other Bid Requirements

Article 26 – Laws, Ordinances & Regulations

Article 27 – Insurance

Article 28 – Safety Standards & Accident Prevention

ARTICLE 1- DEFINED TERMS

Other terms used in the bidding documents and not defined elsewhere have the following meanings

which are applicable to both the singular and plural thereof.

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and the Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- A. Bidder - The individual or entity who submits a Bid directly to OWNER.
- B. Issuing Office - The office from which the Bidding Documents are to be issued.
- C. Successful Bidder - The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **10** days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Bidder's state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 - SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
- b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- d. Technical Data contained in such reports and drawings.

- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATION

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work, including but not limited to American Iron and Steel requirements as mandated and subsequent statutes mandating domestic preference which apply to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have

been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 If warranted, a pre-bid conference will be held at the time and location stated in the invitation or advertisement for bids. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents. Addenda will be mailed no later than **three days** prior to the day set for receiving Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligations under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

7.03 Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.04 Receipt of all addenda must be acknowledged in space provided in the Bid.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of **five percent (5%)** of the Bidder's maximum Bid price and in the form of a certified check or a Bid Bond (EJCDC No. C-430, 2013 Edition) issued by a surety meeting the requirements of paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE OR "OR-EQUAL" ITEMS

11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed "or equal". Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. Each such request shall include Manufacturer's Certification letter for compliance with AIS requirements and subsequent statutes mandating domestic preference, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

11.03 If award is made, Contractor shall be allowed to submit proposed substitutes and “or equals” in accordance with the General Conditions.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A list of subcontractors, suppliers, individuals, or entities shall be submitted along with the Bid at the Bid Opening to the OWNER.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any subcontractor, supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

12.04 The CONTRACTOR shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid form must be typed or completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be typed or printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the number and dates of which must be filled in on the Bid form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

14.02 The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

14.03 Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Bid Form is to be completed and submitted with all the attachments as required.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the location of the bid opening, as listed in the Advertisement.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BIDS

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for a period of **90 days**, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS & AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the responsive Bid perceived by the Owner as offering the greatest advantage to the Owner.

19.03 Evaluation of Bids

- A. In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data as may be requested in the Bid form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder(s) when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- C. In deciding to award a construction contract, the Owner will consider a life-cycle cost analysis performed by the Engineer evaluating the bid prices for the two bidding options, and the total

estimated operational, maintenance and replacement costs over the anticipated service life of the materials.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

19.06 The Bid is subject to Kentucky Revised Statutes Section 45A.490 through 45A.494, which in general provides that a "resident bidder" of Kentucky is to be given a bidding preference over a "nonresident bidder" who is registered in a state that gives preference to its in-state resident bidders over a Kentucky resident bidder. The bidding preference is to be the same as that stipulated of the state of the "nonresident bidder." If the state of "nonresident bidder" provides no specific preference, then "resident" and "nonresident bidders" are to be treated the same when evaluating Bids.

ARTICLE 20 - BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment bonds and insurances. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment bonds and insurances.

20.02 All bonds required by the project shall be payable to the OWNER in an amount of one hundred percent of the Contractor's maximum Base Bid price

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When the OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by a list of items and information required of the Successful Bidder for evaluation by the OWNER and funding agency, if applicable. Within **10** days thereafter, the successful Bidder shall deliver the full number of original copies of the items listed and the Notice must be acknowledged by the Successful Bidder within **10** days hereafter. After receipt of an acknowledged Notice of Award, a pre-construction meeting will be scheduled at which time the OWNER and Successful Bidder will execute the required number of Agreements and Notice to Proceed. After certification by the Local Counsel and any other required parties, the OWNER shall deliver one fully signed counterpart to the Successful Bidder along with a complete set of Drawings with appropriate identification. OWNER will furnish the Contractor up to three (3) sets of conforming Contract Documents, Technical Specifications and Plans free of charge. Additional sets may be obtained from the Engineer at commercial reproduction rates. The successful bidder shall commence work within ten (10) calendar days after receipt of written notice to proceed and shall progress therewith so that the work shall be completed in accordance with the terms of the Contract Documents within the time allowed after the date of the commencement of contract time.

21.02 This Contract is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Utilities Service (RUS). RUS requirements will apply to the Project.

21.03 Concurrence by RUS in the award of the Contract is required before the Contract is effective.

ARTICLE 22 - RETAINAGE

22.01 Prior to Substantial Completion, OWNER will retain an amount equal to 5% of each progress payment application. Amounts previously retained shall not be paid to the CONTRACTOR until substantial completion of the Work. In no event shall the total Retainage be more than 5% of the value of the work satisfactorily completed.

22.02 Retainage shall be applicable to the Total Value of Work and Stored Materials less the Value of In-place OWNER Purchased Materials.

ARTICLE 23 – LICENSES, FEES, AND TAXES

23.01 The Bid shall include all taxes in effect at the time the Bid is submitted, unless specifically exempted in the Bidding Documents. No change will be allowed for taxes from which OWNER is exempt. Bidders who are uncertain as to what items are subject to tax, or who require further explanation or clarification, are requested to contact the State of Kentucky Revenue Cabinet.

23.02 Successful Bidder must comply with any City ordinances relating to Occupational License Fees, Business Licenses, payroll, and net profits taxes and any other ordinances which may apply to the project. Refer to the Supplementary Conditions SC-6.10 for additional information.

23.03 Successful Bidder must provide proof of having all such licenses or fees at or before the signing of the Contract.

ARTICLE 24 - WAGE RATE DETERMINATION

24.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

24.02 Pursuant to 2017 Kentucky House Bill 3, State prevailing wages do not apply to this Contract.

24.03 Federal Davis Bacon wage rates do not apply to this Contract.

ARTICLE 25 – OTHER BID REQUIREMENTS

25.01 Bidder shall complete the following documents attached to the Bid:

- Statement of Experience
- Certification Regarding Debarment, etc.
- Compliance Statement
- Certification for Contract Grants and Loans

ARTICLE 26 – LAWS, ORDINANCES, AND REGULATIONS

26.01 Bidder must familiarize itself with all laws, ordinances, and regulations by federal, state, city, or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fee required for any permits which may be necessary unless such fees are otherwise indicated to be paid in the Bidding Documents.

26.02 Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes

and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The deminimis and minor components waiver apply to this contract.

ARTICLE 27 – INSURANCE

27.01 Before execution of Contract by OWNER, the successful Bidder shall furnish OWNER a certificate or certificates issued by or on behalf of insurers or a self-insurance program or group self insurance program, qualified to do business in the Commonwealth of Kentucky under KRS Chapter 304 or KRS Chapter 342, certifying that the successful Bidder complies with the Worker’s Compensation laws of Kentucky and is insured or indemnified against public liability claims which may arise out of the performance of the Work under the proposed Contract.

ARTICLE 28 – SAFETY STANDARDS AND ACCIDENT PREVENTION:

28.01 With respect to all work performed under this contract, the contractor shall:

Comply with the safety standards provision of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “federal Register”, Volume 36, No. 75, Saturday, April 17, 1971. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor’s care.

PARTIAL PREVIEW

BID FORM

Project Identification: Logan Todd Regional Water Commission's
KY Highway 181 Waterline Replacement Project

Contract Identification: Contract No. 1 – 12" Waterline to Allender's Hill

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is Submitted to: Logan Todd Regional Water Commission
248 Tower Street; PO Box 400
Guthrie, Kentucky 42234

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, performance of the Work and including all American Iron and Steel requirements.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of an undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder may bid either of the base bid options, or both. See Instructions to Bidders Article 19 for information on evaluation of bids and award of contract.

5.02 Bidder will compete the Work in accordance with the Contract Documents for the following prices:

Section A: Pump Station to Elk Fork Creek Area					
Item No.	Item	Quantity	Units	Unit Price	Total Price
A001	12-inch Class 350 DIP water line, in place and ready for use, including testing and clean up. <i>{Note pay limits per Spec 02-500, Section 2.0}</i>	675	LF	\$ _____	\$ _____
A002	12-inch Restraining Gaskets for Class 350 Ductile Iron Pipe, installed in designated areas, in place, complete and ready for use.	24	EA	\$ _____	\$ _____
A003	Final Cleanup of affected pipeline route (<u>Exc. Bores & paved areas</u>) in accordance with Spec 02-950, Sect. 4.0 <i>{Note minimum unit price stipulation.}</i>	355	LF	\$ _____ <i>{ \$4.00 Minimum }</i>	\$ _____
A004	Pavement Replacement (w/ <u>Concrete</u>) & Stone Backfill of affected waterline & appurtenances' area, in place, complete & ready for use.	320	LF	\$ _____	\$ _____
A005	8" gate valve and box, including applicable fittings, in place, complete and ready for use	1	EA	\$ _____	\$ _____
A006	Remove appurtenance &/or connect to exist. 12-inch line/valve with applicable piping and fittings; in place, complete and ready for use	1	EA	\$ _____	\$ _____
A007	Remove appurtenance &/or connect to exist. 8-inch line/valve with applicable piping and fittings; in place, complete and ready for use	1	EA	\$ _____	\$ _____
A008	Remove Existing Valve Boxes where indicated backfill, & deliver valve parts to Owner, complete & ready for use.	2	EA	\$ _____	\$ _____
A009	Plug & Cap existing 8-inch waterline at project completion, including thrust block & fittings, in place, complete & ready for use	2	EA	\$ _____	\$ _____

Sub-total of Section A Bid Items

\$ _____

Section B: Elk Fork Creek to Allender's Hill Area					
Item No.	Item	Quantity	Units	Unit Price	Total Price
B001	12-inch Class 350 DIP water line, in place and ready for use, including testing and clean up. <i>{Note pay limits per Spec 02-500, Section 2.0}</i>	11,650	LF	\$ _____	\$ _____
B002	12-inch Restraining Gaskets for Class 350 Ductile Iron Pipe, installed in designated areas, in place, complete and ready for use.	76	EA	\$ _____	\$ _____
B003	Final Cleanup of affected pipeline route (<u>Exc. Bores & paved areas</u>) in accordance with Spec 02-950, Sect. 4.0 <i>{Note minimum unit price stipulation.}</i>	11,360	LF	\$ _____ <i>{ \$4.00 Minimum }</i>	\$ _____

EJCDC® C-410, Bid Form for Construction Contracts.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B004	Steel cased Highway bore, 20" casing (excluding 12" carrier) in place, complete & ready for use.	290	LF	\$ _____	\$ _____
B005	Wide Stream Crossing with 20" Steel Casing, (12" carrier), in place complete & ready for use.	120	LF	\$ _____	\$ _____
B006	Shallow Ditch/Creek Crossing, all line sizes, in place, complete and ready for use.	80	LF	\$ _____	\$ _____
B007	Polyethylene Wrap of Ductile Iron Pipe, excluding pipe; complete & ready for use.	500	LF	\$ _____	\$ _____
B008	12"x12" tapping sleeve, valve and box, in place, complete and ready for use.	1	EA	\$ _____	\$ _____
B009	12" gate valve and box, including applicable fittings, in place, complete and ready for use	2	EA	\$ _____	\$ _____
B010	8" gate valve and box, including applicable fittings, in place, complete and ready for use	1	EA	\$ _____	\$ _____
B011	Remove appurtenance &/or connect to exist. 8-inch line/valve with applicable piping and fittings; in place, complete and ready for use	2	EA	\$ _____	\$ _____
B012	Plug & Cap existing 8-inch waterline at project completion, including thrust block & fittings, in place, complete & ready for use	2	EA	\$ _____	\$ _____
B013	Air Release Valve & Box, including applicable fittings, in place, complete and ready for use	1	EA	\$ _____	\$ _____

Sub-total of Section B Bid Items

\$ _____

Section C: General

Item No.	Item	Quantity	Units	Unit Price	Total Price
C001	Construction Staking, Layout, and Record Survey & Drawings (in accordance with Spec 01-900)	1	LS	\$ _____	\$ _____

Sub-total of Section C Bid Items

\$ _____

TOTAL AMOUNT OF BID (A+B+C)

\$ _____

5.03 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) **respective Bid Unit**

Prices includes an amount considered by Bidder to be adequate to cover incidental work items referenced and noted on the plans to satisfy landowner/easement stipulations.

- 5.04 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.05 SUPPLEMENTAL UNIT PRICES: The following Supplemental Unit Prices will apply in the event that additions to or deductions from the work required in the Bid are ordered. A single price shall be bid for each item. OWNER reserves the right to accept or reject these prices by inclusion in or omission from the Contract Documents to be executed after the award of the Contract.

Item #	Item Description	Units	Unit Bid Price
S1	Unclassified undercut, where ordered by the Engineer.	CY	\$ _____.
S2	No. 57 aggregate refill, where ordered by the Engineer.	Ton	\$ _____.
S3	Class "B" concrete refill, where ordered by the Engineer. the Engineer	CY	\$ _____.
S4	Miscellaneous Waterline Marker installed, where ordered by Engineer	EA	\$ _____.
S5	Isolated EZ Valve Insertion on Existing 8" Waterline, including surface repair, in place, complete & ready for use	EA	\$ _____.
S6	Isolated Gate Valve Addition on Existing 8" Waterline via Cut-in, including applicable fittings & piping, in place, complete & ready to use	EA	\$ _____.
S7	Isolated Gate Valve Addition on Existing 12" Waterline via Cut-in, including applicable fittings & piping, in place, complete & ready to use	EA	\$ _____.
S8	Open Cut, Steel cased Road Crossing, 20" casing (excluding 12" carrier) in place, complete & ready for use complete & ready for use. Reference Detail 4, Sheet D1.	LF	\$ _____.
S9	Pavement Replacement (w/ Asphalt) & Stone Backfill of affected waterline & appurtenances' area; in place, complete & ready for use. Reference Detail 2, Sheet D2.	LF	\$ _____.
S9	Intermediate Blowoff Assembly with shutoff valve; in place, complete & ready for use, where ordered by the Engineer. Reference Detail 6, Sheet D2	LF	\$ _____.
S10	New Flush Hydrant with shutoff valve; in place, complete & ready for use, where ordered by the Engineer.	LF	\$ _____.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of the Bid:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
 - B. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - C. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
 - D. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans;
 - E. Manufacturers' Certification letter (See Appendix on any approved "as equal" or substitute request to ensure compliance with AIS requirements and any subsequent states mandating domestic preference.
 - F. Statement of Experience

ARTICLE 8 – DEFINED TERMS

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

PARTIAL
PREVIEW

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

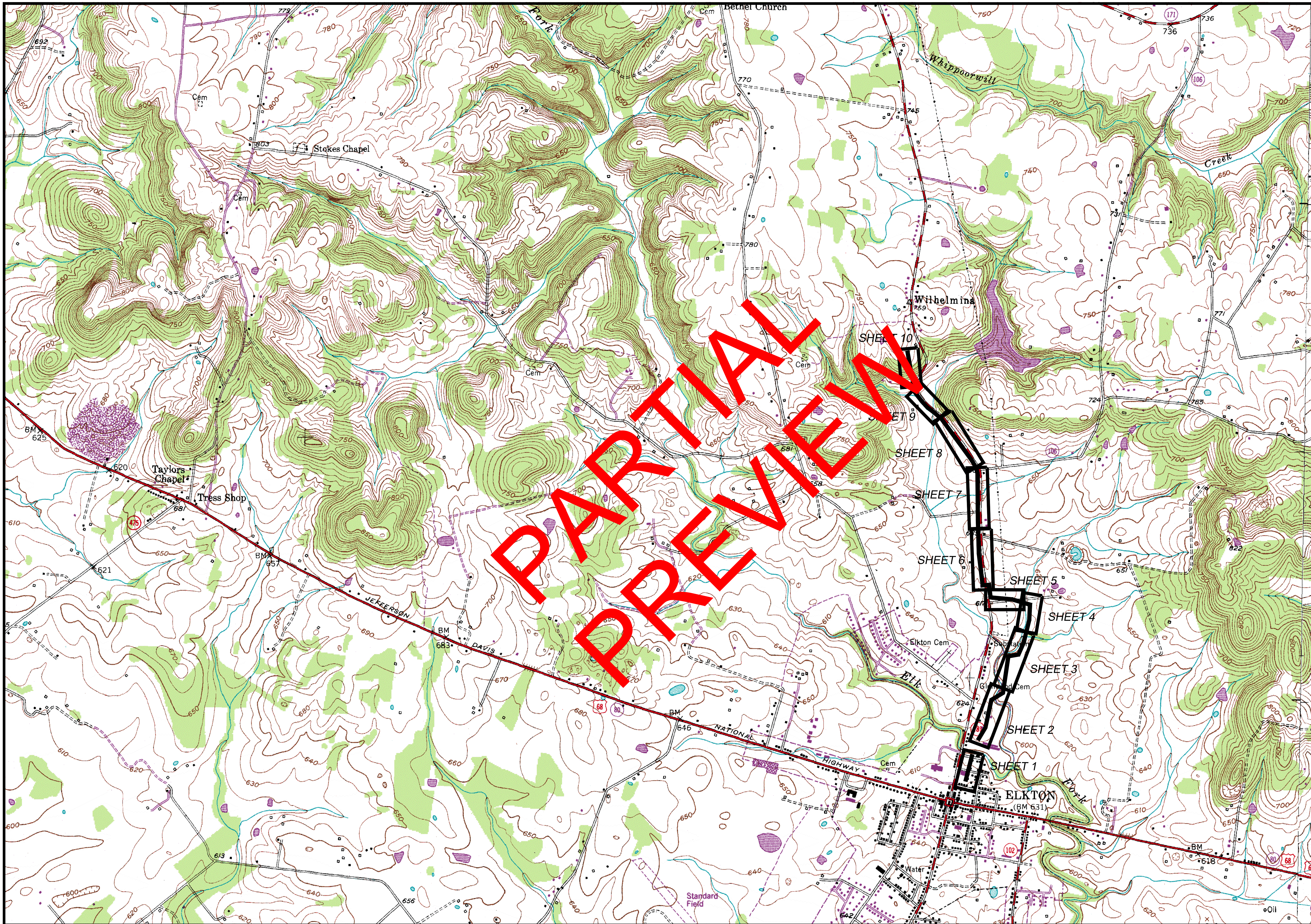
Submitted by:

_____	_____	
Signature	Business	
_____	_____	
Printed or Typed Name	Bidder's Business Address	
_____	_____	
Title	City, State, Zip Code	
_____	_____	
Employer's Tax ID No.	Business Phone No.	Business Fax No.
_____	_____	_____
Business Email Address	Cell Phone No.	Other Contact No.

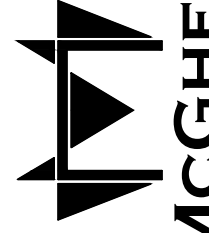
9.02 Bid submitted on _____ 2011.

_____ below (if required)

PARTIAL PREVIEW



N		E	
S		W	
FOR 100% REVIEW	NO.	DATE	BY
REVISIONS			



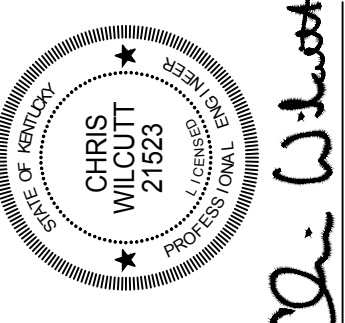
MCGHEE
Engineering
202 Ewing Street
Guthrie, KY 42234
(270) 483-9985

FIRM: MCGHEE
DES BY: CWW CHK BY:
DWN BY: CWW APP BY:
SCALE: NONE
PROJECT DATE: 2020
PRINTED:
LENGTH OF BAR IS 1"
ON ORIGINAL DRAWING

Logan Todd Regional
Water Commission
KY HIGHWAY 181 WATERLINE REPLACEMENT
PROJECT TO ALLENDER'S HILL
LOCATION MAP



October 19, 2020



Chris Wittcutt
Chris Wittcutt, P.E.

DRAWING NO.
SHEET T-2