

**Specifications & Contract Documents**

*prepared for the*

***Mortons Gap Water Works***



*for the proposed*

**WATER SYSTEM REHABILITATION &  
UPGRADE PROJECT**

**CONTRACT 3 - Miscellaneous System  
Upgrades & Line Extensions**

*prepared by*

**MCGHEE ENGINEERING, INC.**

Guthrie, Kentucky

**March 2021**

## ADVERTISEMENT FOR BIDS

City of Mortons Gap  
P.O. Box 367 - 131 Cross Street  
Mortons Gap, KY 42440

**RE: Water System Rehabilitation & Upgrade Project  
Contract 3 – Miscellaneous System Upgrades & Line Extensions**

The **City of Mortons Gap** will receive separate, sealed Proposals for their **Water System Rehabilitation & Upgrade Project: Contract 3 – Miscellaneous System Upgrades & Line Extensions** until **10:00 a.m. local time, Thursday, May 27, 2021** at the Mortons Gap City Hall, 131 Cross Street, P.O. Box 367, Mortons Gap, Kentucky, 42440, at which time they will be publicly opened and read aloud.

The contract involves the replacement of various sized waterlines, extension of new 3" waterlines to serve unserved rural residences, miscellaneous valve additions, various hydrant replacements, and the addition of a new SCADA system; all in the Mortons Gap Water System (Hopkins County). Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the Bid Form.

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. Perspective 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](http://www.mcgheengineering.com) and clicking "**Bid Opportunities**". Plans will be sold with an option of Digital only OR Printed Set w/ 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](http://www.mcgheengineering.com).

A **Pre-bid Conference** will be held at **3:00 P.m. local time, on Monday, May 17, 2021**, at the **Mortons Gap City Hall**, 131 Cross Street, Mortons Gap, KY 42440. Bidders are encouraged to attend and participate in the conference.

All bidders shall submit with their bid an acceptable bid bond or a certified check in the amount of five percent (5%) of the bid, payable to the Owner. The Owner reserves the right to waive any informalities or to reject any and all bids. No bidder may withdraw their bid after the date of the bid opening. The award of this project will be to the lowest, responsive, responsible bidder. The Bidder awarded the contract shall substantially complete this project within **120** calendar days. Liquidated damages will be assessed at **\$500** per calendar day. This project is funded with funds provided by Community Development Block Grant program plus the Kentucky Drinking Water State Revolving Fund (SRF) with federal funds provided by the Environmental Protection Agency. SRF requirements and provisions must be met by the Bidder and all subcontractors. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and the Contract Work Hours Standard Act. Bidders must comply with the President's Executive Order No. 11246 as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin. This project will be in compliance with Executive Order 11246 (Equal Employment Opportunity) as amended. Contractor/Subcontractor will comply with 41 CFR 60-4, in regard to affirmative action, to insure equal opportunity to females and minorities and will apply the time tables and goals set forth in 41 CFR 60-4. Bidder will make positive efforts to use small, minority, women owned and disadvantaged businesses. Procurement will be subject to DOW Procurement Guidance including the Davis-Bacon Act.

### Preparation of Bid for CDBG Funded Project:

Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1; Certification of Bidder (Contractor) Concerning Labor Standards and Prevailing Wage Requirements, Form 1421; & Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be filled in, by ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and Davis/Bacon Act prevailing minimum wages to be paid under contract, Section 3, Segregated Facility, Section 109, and E.O 11246 and Title VI. Minority bidders are encouraged to bid. Owner reserves the right to waive any informalities or to reject any or all bids.

Published by the authority of the City of Mortons Gap  
Chris Phelps, Mayor

Dated: May 3, 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

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Article 20 – Bonds and Insurance

Article 21 – Signing of Agreement

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Article 23 – Licenses, Fees & Taxes

Article 24 – Wage Rate Determination

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Article 26 – Laws, Ordinances & Regulations

Article 27 – Insurance

Article 28 – Safety Standards & Accident Prevention

PARTIAL PREVIEW

## 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 misinterpretation 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 qualification 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 4 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,
- 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 or 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 invalid 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.

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.

19.07 If a Contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within 90 days after the time set for opening Bids. **Note that the OWNER reserves the right to award only a portion of the work, at the stated unit prices, due to the possible limited funds available for the project.**

## 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 thereafter. 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 Kentucky Drinking Water State Revolving Fund (SRF) as administered by the Kentucky Infrastructure Authority (KIA) and the Community Development Block Grant (CDBG). SRF & CDBG requirements and provisions must be met by the Bidder and all subcontractors.**

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

21.04 This procurement will be subject to Division of Water Procurement Guidance including the Davis-Bacon Act.

## 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 Federal Davis-Bacon wage rates do apply to this contract, and a copy of that determination has also been inserted as a part of the Bidding Documents. Bidders shall inspect the wage rate determination and shall incorporate its requirements into their Bid. **The awarded contractor shall be subject to employee interviews and submit payroll reports, at a sufficient interval, to demonstrate adherence to the wage rate requirements.**

## ARTICLE 25 – OTHER BID REQUIREMENTS

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

- Statement of Experience
- Certification of Bidder Regarding Equal Employment Opportunity (*CDBG – Form 950.1*)
- Certification of Bidder (Contractor) Concerning Labor Standards & Prevailing Wage Requirements (*CDBG – Form 1421*)
- Certification of Bidder Regarding Section 3 & Segregated Facilities (*CDBG*)

## 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 Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and the Contract Work Hours Standard Act.

26.03 Bidders must comply with the President's Executive Order No. 11246 as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.

26.04 This project will be in compliance with Executive Order 11246 (Equal Employment Opportunity) as amended.

26.05 The Contractor/Subcontractor will comply with 41CFR 60-4, in regard to affirmative action, to insure equal opportunity to females and minorities and will apply the time tables and goals set forth in 41 CFR 60-4.

26.06 Bidder will make positive efforts to use small, minority, women owned and disadvantaged businesses.

26.07 Bidder/Owner will comply to provisions for timely periodic payments and for limiting retainage (40 CFR 31.36).

### 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 insurer 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 91-594) 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 know 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.

# BID FORM

Project Identification: City of Mortons Gap  
Water System Rehabilitation & Upgrade Project

Contract Identification: Contract 3 – Miscellaneous System Upgrades & Line Extensions

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is Submitted to: City of Mortons Gap  
PO Box 367  
Mortons Gap, Kentucky 42440

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.

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

<b>Section A: Primary Line Replacements (Noffsinger Ln, S. Main Street, Elm Street &amp; Church to Shop St.)</b>					
Item No.	Item	Quantity	Units	Unit Price	Total Price
A001	6-inch PVC SDR 21 Class 200 water line, in place & ready for use, including testing clean up. {Note pay limits per Spec 02-500, Section 2.0}	230	LF	\$ _____	\$ _____
A002	6-inch DIP Class 350 water line, in place & ready for use, including testing clean up. {Note pay limits per Spec 02-500, Section 2.0}	30	LF	\$ _____	\$ _____
A003	3-inch PVC SDR 21 Class 200 water line, in place & ready for use, including testing clean up. {Note pay limits per Spec 02-500, Section 2.0}	1,607	LF	\$ _____	\$ _____
A004	Final Cleanup of affected pipeline route (Exc. Bores & paved areas) in accordance with Spec 02-950, Sect. 4.0 {Note minimum unit price stipulation.}	1,786	LF	\$ _____ { \$4.00 Minimum }	\$ _____
A005	Shallow Ditch Crossing, in place, completed & ready for use.	30	LF	\$ _____	\$ _____
A006	Open Cut, Cased Road Crossing, 10" casing (excluding 6" carrier) in place, complete & ready for use.	5	LF	\$ _____	\$ _____
A007	Uncased Driveway Bore, all sizes, in place, complete & ready for use.	14	LF	\$ _____	\$ _____
A008	Pavement Replacement (w/ Concrete) & Stone Backfill of affected waterline & appurtenances' area, in place, complete & ready for use.	42	LF	\$ _____	\$ _____
A009	8"x3" tapping sleeve, valve, box, applicable fittings, all in place, complete and ready for use.		EA	\$ _____	\$ _____
A010	6"x6" tapping sleeve, valve, box, applicable fittings, all in place, complete and ready for use.	2	EA	\$ _____	\$ _____
A011	6"x3" tapping sleeve, valve, box, applicable fittings, all in place, complete and ready for use.	1	EA	\$ _____	\$ _____
A012	Remove appurtenance &/or connect to existing waterline or gate valve w/ applicable fittings, temp. cap, in place, complete & ready to use	1	EA	\$ _____	\$ _____
A013	Remove Existing Flush Hydrant, cap pipe, & Deliver usable parts to Owner; complete & Ready for use.	2	EA	\$ _____	\$ _____
A014	Small Post Hydrant with 3" Gate Valve, for new waterline, in place, complete and ready for use.	3	EA	\$ _____	\$ _____
A015	Plug & Cap existing 6-inch waterline at project completion, including thrust block & fittings, in place, complete & ready for use	2	EA	\$ _____	\$ _____

A016	Plug & Cap existing 2-inch or smaller waterline at project completion, including thrust block & fittings, in place, complete & ready for use	3	EA	\$ _____	\$ _____
A017	Reconnect existing near side meter with new ¾" service line; in place, complete and ready for use	10	EA	\$ _____	\$ _____
A018	Reconnect existing far side meter with new ¾" service line from main to meter, encased under road; in place, complete & ready for use	2	EA	\$ _____	\$ _____

**Sub-total of Section A Bid Items**

\$ \_\_\_\_\_

<b>Section B: Line Modifications &amp; Improvements (White City Road Creek X-ing &amp; Hotel/Truck Stop Feed)</b>					
B001	3-inch PVC SDR 21 Class 200 service line, in place & ready for use, including testing clean up. {Note pay limits per Spec 02-500, Section 2.0}	680	LF	\$ _____	\$ _____
B002	Final Cleanup of affected pipeline routes (Exc. Bores & paved areas) in accordance with Spec 02-950, Sect. 4.0 {Note minimum unit price stipulation.}	770	LF	\$ _____ { \$2,000 Minimum }	\$ _____
B003	New Meter service for dedicated Hotel Service, including tap, 2" meter and large meter box, near side, in place, complete & ready for use.	1	EA	\$ _____	\$ _____
B004	Re-Connection to existing commercial service line (Hotel & Truck Stop; all sizes) by a <b>licensed plumber.</b>	2	EA	\$ _____	\$ _____
B005	6-inch PVC SDR 21 Certa-Lok Yelomine waterline, in place, & ready for use, including testing and clean up. {Note referenced pay limits}	120	LF	\$ _____	\$ _____
B006	Wide Stream Creek Crossing, 10" casing (excluding 6" carrier) in place, complete & ready for use.	35	LF	\$ _____	\$ _____
B007	Remove appurtenance &/or connect to existing 3-inch waterline or gate valve w/ applicable fittings, in place, complete & ready to use	2	EA	\$ _____	\$ _____
B008	3" gate valve and box, including applicable fittings, in place, complete & ready to use.	1	EA	\$ _____	\$ _____

**Sub-total of Section B Bid Items**

\$ \_\_\_\_\_

<b>Section C: New Line Extensions (White City Road and Tirey Lane)</b>					
Item No.	Item	Quantity	Units	Unit Price	Total Price
C001	3-inch PVC SDR 21 Class 200 waterline, in place & ready for use, including testing clean up. {Note pay limits per Spec 02-500, Section 2.0}	6,070	LF	\$ _____	\$ _____
C002	3-inch PVC SDR 21 Certa-Lok Yelomine waterline, in place, & ready for use, including testing and clean up. {Note referenced pay limits}	120	LF	\$ _____	\$ _____

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

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C003	Steel cased Highway Bore, 8" casing (excluding 3" carrier) in place, complete & ready for use.	30	LF	\$ _____	\$ _____
C004	Wide Stream Creek Crossing, 8" casing (excluding 3" carrier) in place, complete & ready for use.	85	LF	\$ _____	\$ _____
C005	Shallow Ditch Crossing, in place, completed & ready for use.	20	LF	\$ _____	\$ _____
C006	Final Cleanup of affected pipeline route (Exc. Bores & paved areas) in accordance with Spec 02-950, Sect. 4.0 {Note minimum unit price stipulation.}	6,160	LF	\$ _____ { \$2.00 Minimum }	\$ _____
C007	Small Post Hydrant with 3" Gate Valve, for new waterline, applicable fittings, in place, complete and ready for use.	2	EA	\$ _____	\$ _____
C008	Remove appurtenance &/or connect to existing 3-inch waterline or gate valve w/ applicable fittings, in place, complete & ready to use	1	EA	\$ _____	\$ _____
C009	3" gate valve and box, including applicable fittings, in place, complete & ready to use.	3	EA	\$ _____	\$ _____
C010	New Meter service including ¾" service line meter and box, near side, in place, complete and ready for use.	3	EA	\$ _____	\$ _____
C011	New Meter service including ¾" service line meter and box, far side, in place, complete and ready for use.	3	EA	\$ _____	\$ _____

**Sub-total of Section C Bid Items** \$ \_\_\_\_\_

PARTIAL REVIEW

Section D: Miscellaneous Distribution System Improvements					
Item No.	Item	Quantity	Units	Unit Price	Total Price
D001	Isolated Gate Valve Addition on Existing 6" Line via Cut-in, including applicable fittings & piping, in place, complete & ready to use	7	EA EA	\$ _____	\$ _____
D002	Isolated Gate Valve Addition on Existing 8" Line via Cut-in, including applicable fittings & piping, in place, complete & ready to use	6	EA	\$ _____	\$ _____
D003	New Fire Hydrant with 6"x6" Tapping Sleeve & 6" Valve for existing waterline, in place, complete and ready for use.	3	EA	\$ _____	\$ _____
D004	Fire Hydrant Replacement utilizing Existing Valve, including applicable fittings & surface restoration, in place, complete & ready for use, all as referenced in Typ. Detail #8, Sheet D2	5	EA	\$ _____	\$ _____
D0054	Fire Hydrant Relocation utilizing Existing Valve, including applicable fittings & surface restoration, in place, complete & ready for use, all as referenced in Typ. Detail #8, Sheet D2	1	EA	\$ _____	\$ _____

D006	Point Repair on Existing 6" PVC Waterline to replace w/ MJ Fittings & Restraint; Complete & ready for use. <i>Payment per Spec 02-500.</i>	3	EA	\$ _____	\$ _____
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**Sub-total of Section D Bid Items**

\$ \_\_\_\_\_

Section E: SCADA System Addition					
Item No.	Item	Quantity	Units	Unit Price	Total Price
E001	Site 1: New Master Meter Vault, Accessories & Piping to accommodate new SCADA Equipment addition; in place, complete & ready for use. {See Plan Sheet P7 & Detail 3, Sheet D4}	1	LS	\$ _____	\$ _____
E002	Site 2: Retrofit an Existing Vault to Add a New 8" Master Meter w/ Accessories to accommodate SCADA Equipment addition; in place, complete & ready to use {See Plan Sht. P7 & Detail 5, Sht.D3}	1	LS	\$ _____	\$ _____
E003	Site 3: New Master Meter Vault (Water), Piping, & Accessories to accommodate new SCADA Equipment addition; in place, complete & ready for use. {See Plan Sheet P8 & Detail 1, Sheet D4}	1	LS	\$ _____	\$ _____
E004	Site 4 & 5: Pipe Modifications & Vault Alterations to accommodate SCADA equipment addition, in place, complete & ready for use. {Per all specified work items on Plan Sht P6 plus Details 2 & 3, Sht. D3}		LS	\$ _____	\$ _____
E005	Supervisory Control & Data Acquisition (SCADA) System ( <b>all sites</b> ) including computers, MTU, all RTUs, radios, antennas, licenses, software, set-up, supplies, & training. Complete & ready to use	1	LS	\$ _____	\$ _____

**Sub-total of Section E Bid Items**

\$ \_\_\_\_\_

**TOTAL AMOUNT OF BID (A+E+C+D+E)**

\$ \_\_\_\_\_

5.02 General SCADA System Supplier included in this Bid is (Check One):

**Bidder proposes to Utilize:**

HTI, Inc. (270.274.4632)

Primex (763.559.0568)

5.03 Unit prices have been computed in accordance with paragraph 11.03A of the General Conditions.

5.04 Bidder acknowledges that Bid Item No. B004 will require the use of a licensed plumber to make reconnections to an existing service line on the customer side of the OWNER's water meter. The Bidder intends to utilize:

Plumber: \_\_\_\_\_

License#: \_\_\_\_\_

- 5.05 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.
- 5.06 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	Type of Work	Unit	Supplemental Unit Price		
			(Words)		(Numbers)
1.	Unclassified undercut, where ordered by the Engineer.	CY	_____.	Dollars	\$ _____.
2.	No. 57 aggregate refill, where ordered by the Engineer.	Ton	_____.	Dollars	\$ _____.
3.	Class "B" concrete refill, where ordered by the Engineer	CY	_____.	Dollars	\$ _____.
4.	Point Repair on Ex. 8" PVC Waterline to replace w/ MJ Fittings & Restraint; In place & ready for use. <i>Payment per Spec 02-500.</i>	EA	_____.	Dollars	\$ _____.
5.	New Fire Hydrant with 8"x6" Tapping Sleeve & 6" Valve for existing waterline, in place complete and ready for use.	EA	_____.	Dollars	\$ _____.
6.	Pavement Replacement (w/ Asphalt) & Stone Backfill of affected linear trenches & other areas, in place, complete & ready for use. <b>{Per Note 3; Detail 7, Sleeves 41}</b>	LF	_____.	Dollars	\$ _____.
7.	Isolated EZ Valve Insertion on Existing 6" Waterline including surface repair, in place, complete & ready for use.	EA	_____.	Dollars	\$ _____.
8.	Isolated EZ Valve Insertion on Existing 8" Waterline including surface repair, in place, complete & ready for use.	EA	_____.	Dollars	\$ _____.
9.	Open Cut, Steel cased Road Crossing, 8" casing (excluding 3" carrier) in place, complete & ready for use.	LF	_____.	Dollars	\$ _____.
10.	Installation of New Hydrant on Existing Waterline via Cut-in Tee x 6" Outlet/Gate Valve; in place & ready for use	EA	_____.	Dollars	\$ _____.
11.	Relocate & Reconnect Near Side Meter to new main & existing customer-side service line, all with new tubing, new meter box, new setter & fittings; in place & ready for use.	EA	_____.	Dollars	\$ _____.
12.	Site 3: New Master Meter Vault ( <u>Sewer</u> ) cut into existing 10" Force Main, all piping & other accessories needed to pair with new SCADA Equipment addition (10" mag meter); in place, complete & ready for use.	EA	_____.	Dollars	\$ _____.

**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. Statement of Experience
- C. Certification of Bidder Regarding Equal Employment Opportunity (CDBG – Form 950.1)
- D. Certification of Bidder (Contractor) Concerning Labor Standards & Prevailing Wage Requirements (CDBG – Form 1421)
- E. Certification of Bidder Regarding Section 3 & Segregated Facilities (CDBG)

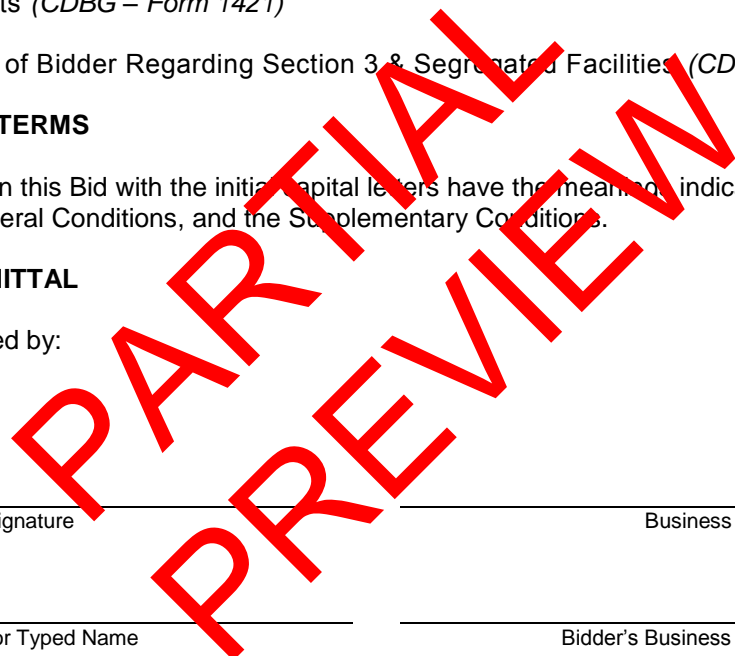
**ARTICLE 8 – DEFINED TERMS**

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

**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 \_\_\_\_\_, 2021.

Seal (if required)

# CONSTRUCTION PLANS

for the

## WATER SYSTEM REHABILITATION & UPGRADE PROJECT

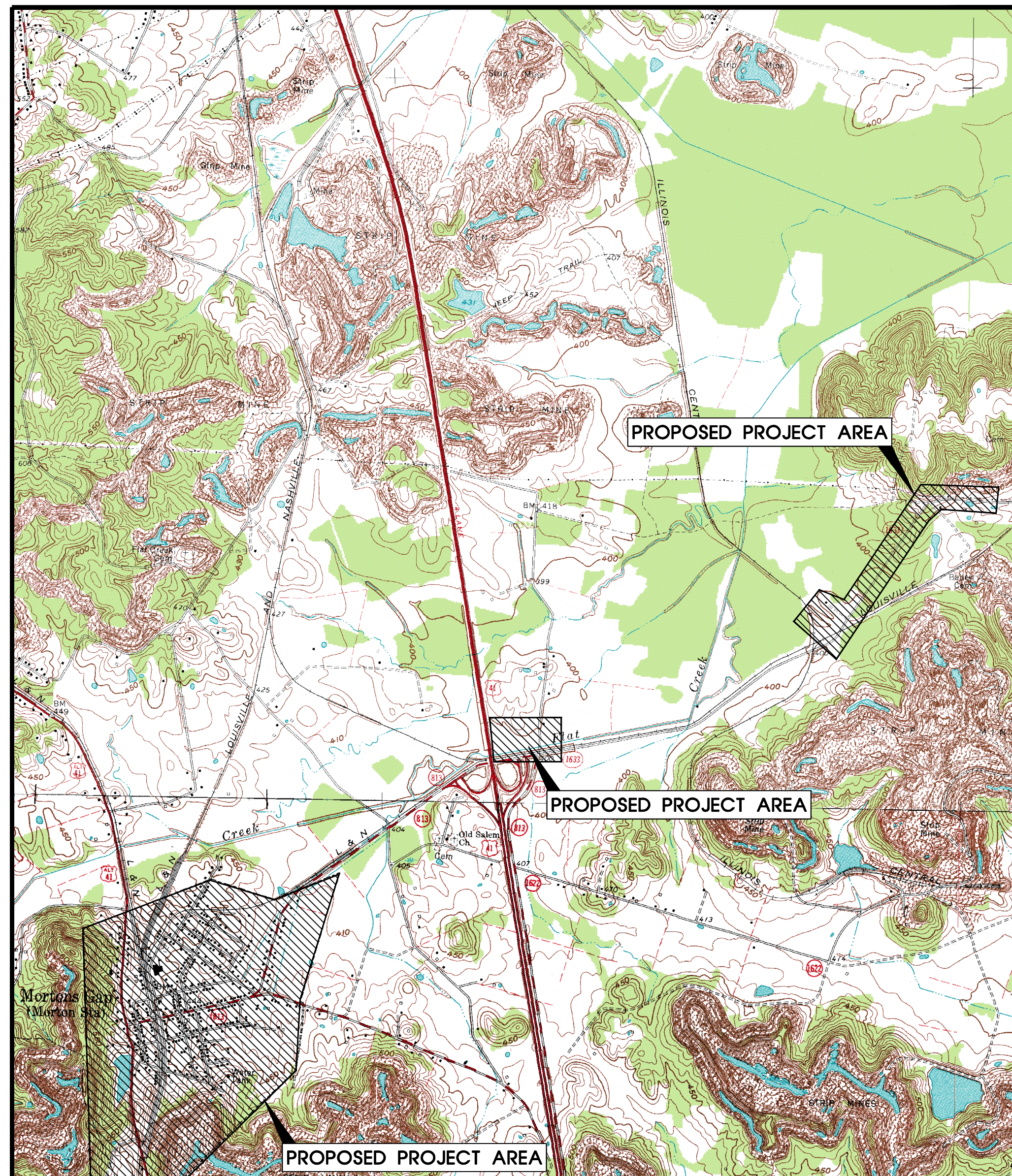
Water Contract #3 - Miscellaneous System-wide Improvements

by the

## City of Mortons Gap, Kentucky

### Hopkins County, Kentucky

VICINITY MAP



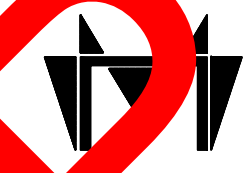
SHEET INDEX

#### Mayor & City Council

Chris Pharis Mayor  
 Sandra Upree Councilmember  
 Tammy Upree Councilmember  
 Greg Appleby Councilmember  
 Wendy Smith Councilmember  
 Roger Faulk Councilmember  
 Nancy Faulk Councilmember

Guthrie, Kentucky  
 Box 125  
 Guthrie, Kentucky 42234  
 (270) 483-9985

#### Engineer


 Ghee Engineering, Inc.  
 200 Ewing St, Box 267  
 Guthrie, Kentucky 42234  
 (270) 483-9985

#### PROJECT INFORMATION

- T-1 Title Sheet
- T-2 SCADA Locations & General Info

#### WATER LINE PLANS

- P-1 Noffsinger Lane & S. Main Street Waterline Replacement Plans
- P-2 N. Elm Street Waterline & White City Road Creek Crossing Replacement Plans
- P-3 Truck Stop/Hotel Service Line & Church to Shop Street Waterline Plans
- P-4 White City Road Waterline Extension Plan
- P-5 White City Road Waterline Extension Plan
- P-6 Tirey Lane Waterline Extension & 'Free Henry' Master Meter (SCADA) Site Plans
- P-7 'W. Morton/S. Elm' Valve Vault & 'Tank Site' Valve Vault Site Plans (SCADA)
- P-8 'E. Cross Street' Master Meter (SCADA) Site Plan & 'City Hall' SCADA Scope
- P-9 Valve Additions & Hydrant Replacements Location Map

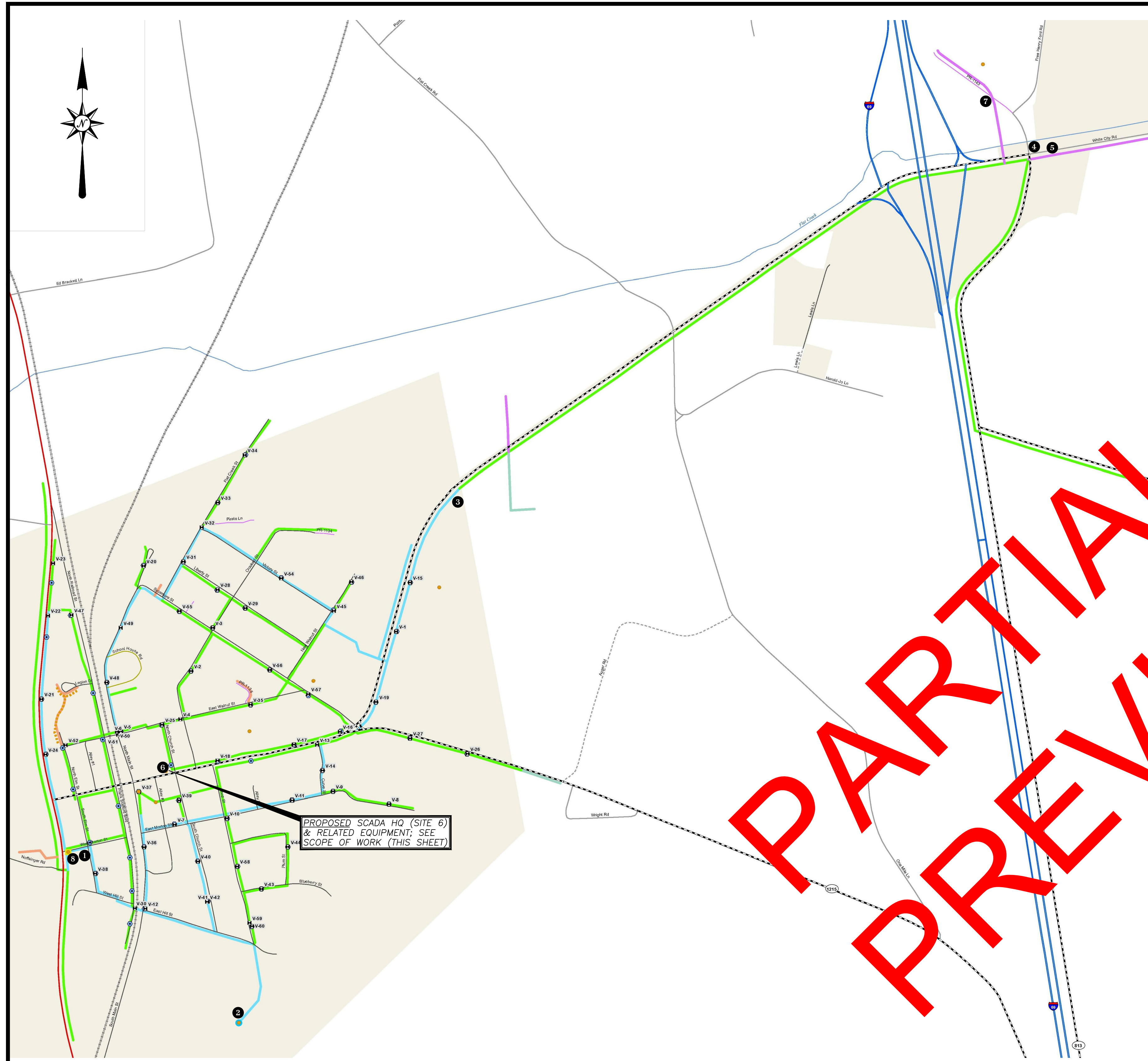
#### WATER LINE DETAILS

- D-1 Standard Water Line Details
- D-2 Standard Water Line Details
- D-3 SCADA Vault Plans & Details
- D-4 SCADA Vault Plans & Details

No	Revision	Date	By
1	FOR KDOV REVIEW	02-15-21	CWW

REVISIONS

February 2021



**GENERAL NOTES (SITE 6 - 'CITY HALL'):**

- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH STANDARD ELECTRICAL CODES, LATEST REVISION. ALL WIRING SHALL BE IN NEW CONDUITS.
- ALL WORK & BUILDING PENETRATIONS SHALL BE COORDINATED WITH THE CITY OF MORTONS GAP PRIOR TO THE START OF WORK AT THIS SITE. ALL WALL CUTS OR WALL PENETRATIONS SHALL BE CAULKED AND WELL SEALED TO PREVENT MOISTURE ENTRY/DAMAGE. ABSOLUTELY NO ROOF PENETRATIONS. ANY REWORK OF THE INSTALLED EQUIPMENT, DUE TO FAILURE TO COORDINATE, SHALL BE AT NO EXPENSE TO THE OWNER.

**SCOPE OF WORK NOTES:**

- PROVIDE (1 EA.) NEW SCADA WORKSTATION COMPUTER (DELL BUSINESS CLASS SCADA PC OR APPROVED EQUAL).
  - PROVIDE (1 EA.) 27 INCH LED-BACKLIT LCD MONITOR
- PROVIDE (1 EA.) NEW 1500VA UPS WITH AVR FOR SERVER WORKSTATION COMPUTER.
- PROVIDE (1 EA.) NEW EXTERNAL HARD DRIVE WITH AUTO BACKUP SOFTWARE.
- PROVIDE (1 EA.) NEW COLOR PRINTER FOR SCADA COMPUTER USE.
- PROVIDE (1 EA.) ROCKWELL CONNECTED COMPONENTS WORKBENCH-DEVELOPER EDITION.
- PROVIDE RTU PLC/CONTROLLER INTEGRATION/DEVELOPMENT FOR A WORKING SYSTEM.
- INCLUDE 10 CHANNEL ALARM UNIT FOR OFFSITE NOTIFICATION OF CRITICAL ALARMS VIA TEXT OR EMAIL ALERT. INCLUDE ONE-YEAR SUBSCRIPTION SERVICE.
- PROVIDE (1 EA.) NEWEST VERSION OF ROCKWELL FACTORY TALK VIEW SCADA RUNTIME SOFTWARE AND ROCKWELL FACTORY TALK VIEW STUDIO SOFTWARE ON NEW SCADA PC.
- PROVIDE & INSTALL (1 EA.) NEW RADIO ANTENNA. LOCATE THE NEW FREE-STANDING, TILT-UP 30 FOOT ALUMINUM TOWER NEAR THE EXISTING STANDBY GENERATOR (REAR, LEFT CORNER OF CITY PROPERTY). FIELD VERIFY LOCATION WITH CITY PERSONNEL. INCLUDE RADIO COMMUNICATIONS ANTENNA, COAXIAL CABLE, CONNECTORS, SURGE PROTECTOR, GROUNDING AND RELATED ANCILLARY DEVICES FOR A PROPERLY INSTALLED AND WORKING UNIT.
- PROVIDE (1 EA.) NEW WALL MOUNT SCADA MASTER TERMINAL UNIT "MTU".
  - FULLY ASSEMBLED HOUSED IN A NEMA 12 ENCLOSURE.
  - MTU TO INCLUDE ALLEN-BRADLEY MICRO850 PLC, LICENSED RADIO UNIT AND REQUIRED ANCILLARY DEVICES FOR A COMPLETE AND WORKING MTU.
  - MTU TO BE UL508A LISTED
  - INSTALL CAT6 CABLE FROM MTU TO SCADA PC (LOCATED IN THE SAME ROOM OR CEILING ACCESS AREA). MTU ENCLOSURE TO BE LOCATED IN THE FILE ROOM, ADJACENT TO THE CITY COUNCIL CHAMBERS.
  - MTU TO INCLUDE INTEGRAL ONE EACH 10-INCH COLOR OPERATOR INTERFACE TERMINAL (OIT). OIT SHALL BE BE ALLEN BRADLEY PANELVIEW 7, PANELVIEW 800 OR PRE-APPROVED EQUAL.
- PROVIDE SCADA PC INTEGRATION AND DEVELOPMENT FOR HMI/SCADA SOFTWARE FOR A WORKING SYSTEM. HMI TO PROVIDE: MONITORING & CONTROL FUNCTIONS FROM GRAPHICAL INTERFACE FOR ALL REMOTE RTU SITES; LOCAL HMI ALARMS; AND REAL-TIME AND HISTORICAL TRENDDING FOR ANALOG DATA POINTS.
- PROVIDE INTEROFFICE LAN HARDWARE AND INSTALLATION AS REQUIRED TO CONNECT ALL SCADA COMPUTERS AND MTU VIA ETHERNET IP.
- CONTRACTOR SHALL PROVIDE FOR THE APPLICATION AND COORDINATION OF A NEW VHF OR UHF FCC LICENSED RADIO FREQUENCY FOR UP TO FIVE (5) FIXED TELEMETRY SITES (4 RTUs + 1 MTU). PLACED IN THE NAME OF THE OWNER. THE LICENSE SHALL ACCOMMODATE APPROPRIATE RADIO POWER OUTPUT, GAIN AND ANTENNA HEIGHTS TO ACCOMMODATE ADEQUATE SYSTEM WIDE COVERAGE AREA WITH A MINIMUM FADE MARGIN OF 25dB. THE LICENSE SHALL BE EFFECTIVE FOR 10 YEARS FROM THE DATE OF FREQUENCY ASSIGNMENT APPROVAL BY THE FCC. THE MASTER UNIT AND ALL REMOTE SITES IMPLEMENTED UNDER THIS PROJECT SHALL BE INCLUDED. ALL FEES AND ADMINISTRATION SHALL BE PROVIDED BY THE CONTRACTOR. A ONE-YEAR CONSTRUCTION NOTICE FEE FOR ALL SITES SHALL BE INCLUDED.
- THE BIDDER/CONTRACTOR SHALL PERFORM A COMPUTER-GENERATED RADIO PATH ANALYSIS PRIOR TO THE BID. THE PATH ANALYSIS SHALL INCLUDE ALL PROPOSED SITES USING ACTUAL SITE COORDINATES AND ELEVATIONS. ON SITE PHYSICAL RADIO PATH TESTING WITH RADIO EQUIPMENT SIMILAR TO THE EQUIPMENT SPECIFIED IN THE CONTRACT DOCUMENTS MAY BE USED IN LIEU OF A COMPUTER-GENERATED RF PATH STUDY. THE PATH STUDY METHOD AND RESULTS MUST BE PROVIDED WITH THE BID DOCUMENTS & PROVIDE PROJECTED FADE MARGINS FOR ALL RF PATH LINKS BETWEEN SITES.
- REMOTE ACCESS TO (1 EA.) WATER OFFICE SCADA COMPUTER AND ALL HMI SCREENS FOR MONITORING AND CONTROL SHALL BE AVAILABLE REMOTELY VIA THE INTERNET BY THE USER. REMOTE ACCESS SHALL UTILIZE THE OWNERS EXISTING WATER OFFICE INTERNET CONNECTION AND A SECURE REMOTE CONNECTION USING A STANDARD INTERNET BROWSER CONNECTED PERSONAL COMPUTER, ANDROID OR IPHONE DEVICE. THE REMOTE CONNECTION SOFTWARE SHALL USE A SECURE CONNECTION VIA SSL/TLS SECURITY AUTHENTICATION. AUDITING AND LOGGING OF USER CONNECTIONS SHALL BE INTEGRAL TO THE REMOTE ACCESS SOFTWARE. THE REMOTE ACCESS SOFTWARE SHALL ALLOW ONE ACTIVE USER CONNECTION PER SESSION TO THE SCADA PC VIA THE REMOTE CONNECTIONS SOFTWARE. THE USER MUST ALSO HAVE TO LOG IN USING A WINDOWS USERNAME AND PASSWORD. THE SYSTEMS INTEGRATOR SHALL SETUP THE REMOTE CONNECTION AND WINDOWS LOGIN CREDENTIALS USING GOOD INDUSTRY PRACTICES. A SECURE SUBSCRIPTION TO THE REMOTE ACCESS SOFTWARE SHALL BE INCLUDED IN THE BID. THE REMOTE CONNECTION SOFTWARE/SERVICE SHALL BE LOGMEIN.COM PRO OR APPROVED EQUAL. PROVIDE RELATED ELECTRICAL HARDWARE AND SERVICES FOR EQUIPMENT INSTALLATION AS REQUIRED.

**ENVIRONMENTAL NOTE:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING, REMOVING AND DISPOSING OF TREES, BRUSH, STUMPS, ROOTS, AND WEEDS WITHIN THE CONSTRUCTION AREA AS REQUIRED FOR CONSTRUCTION OF THE FEATURES. AVOID CUTTING OF, OR DAMAGE TO MATURE TREES (DBH>5"), AND TREES NOT IN THE CONSTRUCTION AREA. MATURE TREES MAY ONLY BE REMOVED DURING THE PERIOD BETWEEN OCTOBER 15TH AND MARCH 31ST, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REPLACEMENT OF TREES, SHRUBS, ETC. UNNECESSARILY DAMAGED OR REMOVED.

**BASEMAP & SCALE NOTE:**  
 THE LOCATIONS OF EXISTING TOPOGRAPHIC FEATURES AND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PROJECT SITE PRIOR TO CONSTRUCTION. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR ASSUME THAT ALL FEATURES ARE IDENTIFIED AND INDICATED IN THEIR EXACT LOCATION. THE CONTRACTOR SHALL CONTACT 'KENTUCKY UNDERGROUND PROTECTION, INC.', AS WELL AS OTHER UTILITIES, PIPELINE COMPANIES, ETC. POTENTIALLY HAVING UNDERGROUND LINES, UTILITIES, STRUCTURES, ETC.. IN THE AREA FOR VERIFICATION AND LOCATION PRIOR TO EXCAVATION.

**GENERAL NOTES:**

- PIPE SHALL BE CLASS 350 DUCTILE IRON PIPE WITH RESTRAINED FITTINGS.
- GATE VALVES SHALL CONFORM TO AWWA C509 AND SHALL HAVE MECHANICAL OR PUSH-ON JOINT ENDS. VALVES SHALL BE RATED FOR 200 PSI WORKING PRESSURE.
- FITTINGS SHALL BE DUCTILE IRON CONFORMING TO AWWA C110. CONCRETE FOR THRUST BLOCKING SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 2,500 PSI.
- DETECTOR WIRE SHALL BE 12 GAUGE SOLID COPPER INSULATED WIRE. ATTACH WIRE TO THE TOP OF THE PIPE WITH DUCT TAPE.
- THE INSTALLED LINE SHALL BE FLUSHED THOROUGHLY, FILLED WITH WATER AND PRESSURIZED TO 200 PSIG FOR 4 HOURS. ANY LEAKAGE OBSERVED SHALL BE REPAIRED AND THE TEST REPEATED UNTIL THE ENGINEER DETERMINES THAT THE LINE IS ACCEPTABLE.
- PRIOR TO BEING PLACED IN SERVICE, THE LINE SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C651. THE CONTRACTOR SHALL PERFORM BACTERIOLOGICAL TESTING OF THE DISINFECTED LINE AND DELIVER TEST RESULTS INDICATING ACCEPTABLE DISINFECTION TO THE WATER UTILITY.
- THE CONTRACTOR SHALL KEEP THE WORK AREA CLEAN AND ORDERLY AT ALL TIMES. ALL TRASH AND DEBRIS SHALL BE PICKED UP AND REMOVED FROM THE JOB SITE AT THE END OF EACH DAY.
- CONTRACTOR SHALL COORDINATE WORK ON PRIVATE PROPERTY WITH THE PROPERTY OWNER, DISTURBANCE OF EXISTING FENCES SHALL BE HELD TO A MINIMUM, AND ANY FENCE DAMAGED BY CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL CONTACT KY. UNDERGROUND PROTECTION, INC. AT (811), AS WELL AS OTHER UTILITIES, PIPELINE COMPANIES, ETC. POTENTIALLY HAVING UNDERGROUND LINES, UTILITIES, STRUCTURES, ETC. IN THE AREA FOR VERIFICATION AND LOCATION PRIOR TO EXCAVATION.
- THE WATER UTILITY SHALL BE RESPONSIBLE FOR OBTAINING AND RECORDING NEW EASEMENTS PRIOR TO CONSTRUCTION ON ANY PRIVATE PROPERTIES. CONTRACTOR SHALL VERIFY EASEMENTS AND RIGHT OF ENTRY BEFORE BEGINNING CONSTRUCTION.
- CONTRACTOR TO FIELD VERIFY EXISTING PIPING LAYOUT AND SIZES PRIOR TO CONSTRUCTION.
- ALL DISTURBED AREAS CREATED BY REMOVAL OF EQUIPMENT OR INSTALLATION OF NEW EQUIPMENT SHALL BE PATCHED OR GRADED & SEEDED TO MATCH CONDITIONS PRIOR TO CONSTRUCTION.

**UTILITY CONTACTS**

Ky. Underground Protection	811
AT&T	(800) 752-6007
Kentucky Utilities Co.	(800) 331-7370
Time Warner Cable	(833) 267-6094
Atmos Energy	(888) 286-6700
KDOT Division #2: Madisonville	(270) 824-7080
Hopkins County Road Department	(270) 326-6160
City of Mortons Gap	(270) 258-5362

**MORTONS GAP MASTER METER SITES & POINTS OF REFERENCE**

Map ID	MASTER METER NAME	LOCATION BY ROADWAY	LATITUDE	LONGITUDE	Meter Type & Brand	Provide New Meter? Y/N	Provide New RTU? Y/N	New Precast Vault Req'd? Y/N	Power Source & Notes
1	Master Control Valve & Meter	113 S. Elm Street @ Morton Street	37.235689°N	87.475354°W	6" Mag (ABB)	Y	Y (#1)	Y	New AC Service Req'd for RTU
2	Mortons Gap Tank Meter	Tank near Hill Street	37.231569°N	87.470618°W	8" Mag (ABB)	Y	Y (#2)	N	Hard Wired to Ex. Tank Service
3	East Cross Street @ Lift Station	258 White City Road	37.243870°N	87.464522°W	6" Turbo (Sensus)	Y	Y (#3)	Y	Hard Wired to Ex. Pump Service
4	Free Henry Ford Road Meter	Intersection of Free Henry & White City	37.253236°N	87.446662°W	3" Turbo (Sensus)	N	Y (#4)	N	New AC Service Req'd for RTU
5	White City Road Meter	Intersection of Free Henry & White City	37.253166°N	87.445851°W	3" E-Mag (Kamstrup)	N	N	N	In tandem with #4 RTU; hard wired

**OTHER POINTS OF REFERENCE**

Map ID	METER NAME	LOCATION BY ROADWAY	LATITUDE	LONGITUDE
1	City Hall - (New MTU)	131 Cross Street	37.237662°N	87.472920°W
2	Truck Stop Master Meter	95 Free Henry Ford Road	37.254131°N	87.448369°W
3	South Hopkins Master Meter	102 Morton Street @ Hopkinsville Rd.	37.235580°N	87.475942°W

NO.	REVISION	DATE	BY
1	FOR RDOV REVIEW	02-15-21	CWW
2			

**McGHEE ENGINEERING**  
 202 Ewing Street  
 Guthrie, KY 42334  
 (270) 483-9885

**MORTONS GAP WATER & SEWER**  
 P.O. Box 367  
 Mortons Gap, KY 42440  
 (270) 258-5362

FIRM: McGhee  
 DES BY: CWW  
 DWN BY: CWW  
 SCALE: NONE  
 PROJECT DATE: 2021  
 PRINTED: ON ORIGINAL DRAWING  
 CHK BY: CWW  
 APP BY: CWW  
 LENGTH OF BAR IS 1" ON ORIGINAL DRAWING

City of Mortons Gap, Kentucky  
**WATER SYSTEM REHAB. & UPGRADE PROJECT**  
 Contract 3 - System-wide Improvements  
 SCADA Site Locations & General Info



February 15, 2021  
 Chris Wilcutt, P.E.  
 Chris Wilcutt, P.E.