

2019 WATER SYSTEM IMPROVEMENTS

CONTRACT 13 WATER MAIN REPLACEMENT

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR



SANDY HOOK



WATER DISTRICT

Serving Our Community

November,

2020

Revised September 2021



TABLE OF CONTENTS
 SANDY HOOK WATER DISTRICT
 2019 WATER SYSTEM IMPROVEMENTS – CONTRACT 13 WATER MAIN REPLACEMENTS

DIVISION 00 – PROCUREMENT & CONTRACTING REQUIREMENTS

SECTION 001113 – BIDDING AND CONTRACT REQUIREMENTS (ADVERTISEMENT)1-3
 SECTION 002113 – INSTRUCTIONS TO BIDDERS1-10

PROCUREMENT FORMS AND SUPPLEMENTS

SECTION 004100 – BID FORM.....1-6
 SECTION 004313 – BID BOND.....1-3
 SECTION 004400 – RD COMPLIANCE STATEMENT1-2
 SECTION 004500 – RD CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS.....1
 SECTION 004513 – QUALIFICATION STATEMENT.....1-12
 SECTION 004513 – QUALIFICATION STATEMENT – SCHEDULE A & B.....1-4
 SECTION 004600 – RD CERTIFICATION REGARDING DEBARMENT.....1-2

CONTRACTING FORMS

SECTION 005100 – NOTICE OF AWARD
 1 SECTION 005200 – AGREEMENT
 FORM.....1-7 SECTION 005500 – NOTICE TO
 PROCEED.....

PROJECT FORMS

SECTION 006113 – PERFORMANCE BOND.....1-4
 SECTION 006114 – PAYMENT BOND1-3
 SECTION 006216 – INSURANCE CERTIFICATE
 1

CONSTRUCTION FORMS

SECTION 006276 – PARTIAL PAY ESTIMATE.....1-2
 SECTION 006363 – CHANGE ORDER.....
 1 SECTION 006400 – RD CERTIFICATE OF OWNERS
 ATTORNEY.....1 SECTION 006450 – KENTUCKY BULLETIN 1780-2
 (American Iron and Steel).....1-31 SECTION 006516 – CERTIFICATE OF
 SUBSTANTIAL COMPLETION.....1-2

CONDITIONS OF THE CONTRACT

SECTION 007213 – STANDARD GENERAL CONDITIONS OF THE
 CONSTRUCTION CONTRACT1-65

SECTION 007305 – SUPPLEMENTARY GENERAL CONDITIONS1-9
 SECTION 007343 – WAGE RATE REQUIREMENTS1-30
 SECTION 009010 – SPECIAL CONDCTIONS1-12

19003/4.28.2022 TABLE OF CONTENTS
 TOC-2

TABLE OF CONTENTS
 SANDY HOOK WATER DISTRICT
 2019 WATER SYSTEM IMPROVEMENTS – CONTRACT 13 WATER MAIN REPLACEMENTS

PAGE

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 011000 – SUMMARY.....1-3
 SECTION 011213 – WORK SEQUENCE.....
 1 SECTION 011213 –
 OCCUPANCY.....1 SECTION 011400 –
 GENERAL PROVISIONS1-6 SECTION 012200 –
 MEASUREMENT AND PAYMENTS1-6 SECTION 012500 –
 PRODUCTS AND SUBSTITUTIONS1-5 SECTION 013113 –
 PROJECT COORDINATION1-2 SECTION 013216 –
 PROGRESS SCHEDULES1-3 SECTION 013323 –
 SHOP DRAWINGS.....1-6 SECTION 013800 –
 CONSTRUCTION PHOTOGRAPHY AND VIDEO.....1 SECTION 014500 –
 QUALITY CONTROL SERVICES.....1-3 SECTION 015000 –
 TEMPORARY FACILITIES AND CONTROLS1-3 SECTION 015400 –
 SECURITY.....1 SECTION 015600 –
 BARRIERS.....1 SECTION 015800
 – CONSTRUCTION SIGN.....1-2 SECTION 016000
 – MATERIAL AND EQUIPMENT.....1-3 SECTION 017400
 – WARRANTIES AND BONDS.....1-2

DIVISION 22 – PLUMBING

SECTION 221126 – IN LINE CENTRIFUAGL DOMESTIC WATER PUMPS AND MOTORS.....1-11

DIVISION 31 – EARTHWORK

SECTION 312316 – EXCAVATION.....1-2
 SECTION 312317 – ROCK REMOVAL.....1-3
 SECTION 312333 – TRENCHING AND BACKFILLING.....1-3

DIVISION 32 - EXTERIOR IMPROVEMENTS

SECTION 321216 – ASPHALT FLEXIBLE PAVING.....1-4
 SECTION 321540 – CRUSHED STONE SURFACING.....1
 SECTION 329200 – TURF & GRASSES.....1-4

DIVISION - 33 UTILITIES

SECTION 330507 – BORING AND JACKING.....1-4
 SECTION 331413 – WATER DISTRIBUTION PIPING.....1-21
 SECTION 331419 – VALVES AND HYDRANTS.....1-5
 SECTION 331900 – METERING EQUIPMENT.....1-4

19003/4.28.2022 TABLE OF CONTENTS

DIVISION 00

PROCUREMENT AND CONTRACTING REQUIREMENTS



001113-1

SECTION 001113

BIDDING AND CONTRACT REQUIREMENTS

Sealed bids for the “**2019 Water System Improvements, Contract 12 – New Water Treatment Plant & Improvements and 2019 Water System Improvements, Contract 13 – Water Main Replacement**” for the Sandy Hook Water District will be received at the offices of Sandy Hook Water District located at 474 Howards Creek Road, Sandy Hook, Kentucky 41171 until **2:00 p.m.**, (Local Time) on **June 02, 2022** and then publicly read aloud.

Contract 12 - New Water Treatment Plant & Improvements - The program of work for which bids are to

be submitted consists of constructing a new approximately 4,600 square feet pre-engineered metal building with interior rooms, CMU walls, three bays with overhead doors, chemical feed rooms, MCC electrical room, three high service pumps and two backwash pumps, three 7-foot diameter pressure vessels with control valves and piping, filter media and support gravel, utility and toilet area, overhead crane system, site preparation, concrete backwash lagoons with pre-engineered metal canopy, stream restoration with gabion baskets, two 40,000-gallon above-ground clearwell storage tanks, crushed stone paving, fencing, emergency generator, on-site sewage disposal system with pumps, SCADA computer system, and all associated appurtenances and miscellaneous items, including all other associated electrical, mechanical, and structural work, including all related appurtenances, site clearing, site grading and improvements, connections to existing utilities and other work for a complete installation, as shown on the Drawings and described in the Specifications.

The Contract Time allotted for the substantial completion of this **Contract 12** is Three Hundred Sixty Five (365) consecutive calendar days after the date when the Contract Times commences and ready for final payment within Three Hundred Ninety Five (395) consecutive calendar days after the date when the Contract Times commences.

Contract13 - Water Main Replacement - The program of work for this project which bids are to be submitted consists of the replacement of approximately 20,000 LF of 4"/6" PVC water main and the reconnection of approximately thirty-eight (38) meter services. Also included is the interior resealing of the Wrigley standpipe tank and new pumps and VFD's for the KY 7 pump station.

The Contract Time allotted for the substantial completion of this **Contract 13** is One Hundred Fifty (150) consecutive calendar days after the date when the Contract Times commences and ready for final payment within One Hundred Eighty (180) consecutive calendar days after the date when the Contract Times commences.

The Work for this **Contract 12** is located on existing property owned by Sandy Hook Water District for an existing well site and proposed treatment plant site located at 260 Howards Creek Road, Sandy Hook Kentucky. The Work for this **Contract 13** is located on along KY HWY 556, KY HWY 755, located at the existing booster pump station site on KY HWY 7, and at the existing Wrigley tank site on KY HWY 7.

Drawings, Specifications and Contract Documents may be examined at the following locations Monday through Friday between the office hours of 9:00 a.m. to 4:00 p.m.:

Bluegrass Engineering, PLLC, 222 East Main Street, Suite 1, P.O. Box 1657, Georgetown, Kentucky 40324 Phone: (502) 370-6551 Fax: (859) 642-5180
Email: blovan@bluegrassengineering.net

Sandy Hook Water District, 474 Howards Creek Road, Sandy Hook, Kentucky 41171
Phone: (606) 738-6282

Copies of the Drawings, in full size and the Specifications and Contract Documents may be obtained from Lynn Imaging, 328 Vine Street, Lexington, Kentucky 40507, Phone 859-255-1021, upon receipt of a non refundable amount of **\$800.00 for Contract 12** and/or **\$300 for Contract 13** for each complete set of

19003/4.26.2022 BIDDING AND CONTRACT REQUIREMENTS
001113-2

documents for either a hard copy or an electronic copy in PDF format. Purchase of a hard copy set will include one electronic copy of the documents. **All qualified bidders must purchase a set of plans and specifications and must be listed as a plan holder by the plan distributor, Lynn Imaging.**

Upon request and receipt of the document amount indicated above plus a non-refundable shipping charge, the Issuing Office will transmit the Bidding Documents via delivery service. The shipping charge amount will depend on the shipping method selected by the prospective Bidder. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

All bids must be made on the required Bid Form and must be fully completed and executed with original

signatures and corporate seals.

The contracts are being funded by USDA Rural Development Water and Environmental Program loan and grant, and ARC grant (Contract 12).

Federal Prevailing Wage Rates DO apply for this project.

Hearing impaired individuals may call 1-800-247-2510 for information.

No Bidder may withdraw his Bid within ninety (90) days after the actual date of bid opening.

Bidders on this work will be required to 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 Orders No. 11246 and No. 11375 and any amendments or supplements to those Executive Orders.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. These include Section 3, Segregated Facility, Section 109 and E.O. 11246. Further, Title VI Minority bidders are encourage to bid.

Bidders must certify they do not and will not maintain or provide for their employees any facilities that are segregated or based on race, color, creed, or national origin.

Minorities and small businesses are encouraged to submit bids on this project.

The Contract will be awarded on the basis of the low evaluated responsive, responsible, best and qualified bidder unless all bids are rejected.

The Sandy Hook Water District reserves the right to waive any bidding informalities and to reject any or all bids, for any reason deemed advisable by the Sandy Hook Water District, Sandy Hook, Kentucky. The right is reserved by the Owner, in the exercise of its sole judgment to reject any or all Bids, and to re advertise and award the Contract in the regular manner or to waive any informalities, irregularities, mistakes, errors or omissions in any Bid received and to accept any Bid deemed to be responsive to this invitation and favorable to the interests of the Owner.

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 to 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 and steel: lines 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.

19003/4.26.2022 BIDDING AND CONTRACT REQUIREMENTS
001113-3

The deminimis and minor components waiver {all project specific waivers as applicable} apply to this contract.

The sealed bids for these projects shall be clearly marked on the outside of the envelope: **"Sealed Bid for "2019 Water System Improvements, Contract 12 – New Water Treatment Plant and Improvements" and/or "2019 Water System Improvements, Contract 13 – Water Main Replacement"** for the Sandy Hook Water District, 474 Howards Creek Road, Sandy Hook, Kentucky 41171. If Bids are to be mailed, they should be mailed to: Sandy Hook Water District, PO Box 726, Sandy Hook, Kentucky, 41171. A certified check or Bid Bond payable to the Sandy Hook Water District in the amount of five (5) percent of the Bid shall accompany the Bid.

Sandy Hook Water District

Phillip Justice, Chairman

Advertisement Date: April 29, 2022 and May
13, 2022

19003/4.26.2022 BIDDING AND CONTRACT REQUIREMENTS
INSTRUCTIONS FOR PROCUREMENT



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

002113-1

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
ARTICLE 1 – Defined Terms.....	1
ARTICLE 2 – Copies of Bidding Documents.....	1
ARTICLE 3 – Qualifications of Bidders.....	1
ARTICLE 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	1
ARTICLE 5 – Bidder’s Representations.....	3
ARTICLE 6 – Pre-Bid Conference and Addenda.....	4
ARTICLE 7 – Interpretations.....	4
ARTICLE 8 – Bid Security.....	4
ARTICLE 9 – Contract Times.....	5
ARTICLE 10 – Liquidated Damages.....	5
ARTICLE 11 – Substitute and “Or-Equal” Items.....	5
ARTICLE 12 – Subcontractors, Suppliers, and Others.....	5
ARTICLE 13 – Preparation of Bid.....	6
ARTICLE 14 – Basis of Bid.....	7
ARTICLE 15 – Submittal of Bid.....	7
ARTICLE 16 – Modification and Withdrawal of Bid.....	7
ARTICLE 17 – Opening of Bids.....	7
ARTICLE 18 – Bids to Remain Subject to Acceptance.....	8
ARTICLE 19 – Evaluation of Bids and Award of Contract.....	8
ARTICLE 20 – Bonds and Insurance.....	8
ARTICLE 21 – Signing of Agreement.....	8
ARTICLE 22 – NOT USED.....	9
ARTICLE 23 –	

NOT USED.....	9 ARTICLE 24
– Power Of Attorney	9 ARTICLE
25 – Laws And Regulations.....	9 ARTICLE
26 – Safety Standards And Accident Prevention	9
ARTICLE 27 – Wage Rate Requirements.....	9
ARTICLE 28 – NOT USED.....	Error! Bookmark not defined.

EJCDC® C-200, Suggested Instructions to Bidders for Construction Contracts.
 Copyright © 2013 National Society of Professional Engineers, American Council of Engineering
 Companies, and American Society of Civil Engineers. All rights reserved. Page i

002113-1

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a subbidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents must be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid. Bids from anyone not on the Engineer's Plan Holders List will not be opened.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes 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 authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and the additional information listed in the Bid Form.
- 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

EJCDC® C-200, Suggested Instructions to Bidders for Construction Contracts.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 1 INSTRUCTION TO BIDDERS

002113-2

1. If there are reports and/or additional information concerning site conditions available, they will be included as Appendices to the Bidding Documents.
2. Geotechnical Report: If a Geotechnical Report is available, it will be included as an appendix to the Bidding Documents. The Geotechnical Report describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations.

The Conditions in the Geotechnical Report are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the said Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the Report, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are reported.

Nothing in the report is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous 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

EJCDC® C-200, Suggested Instructions to Bidders for Construction Contracts.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 2 INSTRUCTION TO BIDDERS

002113-3

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 REPRESENTATIONS

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 Bidding Documents, 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 Bidding Documents, 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;

EJCDC® C-200, Suggested Instructions to Bidders for Construction Contracts.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 3 INSTRUCTION TO BIDDERS

002113-4

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 No pre-bid conference is scheduled for this project.

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 via email to blovan@bluegrassengineering.net for Contract 12 or rsumner@bluegrassengineering.net for Contract 13. 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.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) 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 15 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 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 Supplemental General Conditions and referred to in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “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 15 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. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General conditions after the Effective Date of the contract.

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 an 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 If required by the bid documents, the Bidder shall submit to Owner a list of the Subcontractors or Suppliers proposed for the major portions of the Work. 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.

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 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SGC 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 shall be 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, alternate, 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.

13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person 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.

13.04 A Bid by an individual shall show the Bidder’s name and official address.

13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.06 All names shall be printed in ink below the signatures.

13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

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

13.09 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. 11.8. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of any cash allowances named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of any cash allowances named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

13.10 Each Bid must be submitted on the prescribed form and accompanied by the submittals listed in the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Unit Price Bid

A. Bidders shall submit a Bid on the basis as set forth in the Bid Form.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

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."

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 BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same 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 the period of time stated in the Bid Form, 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 AND 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 lowest responsive Bid.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

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.

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 insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – NOT USED

ARTICLE 23 – NOT USED

ARTICLE 24 – POWER OF ATTORNEY

24.01 Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effective dated copy of their power of attorney.

ARTICLE 25 – LAWS AND REGULATIONS

25.01 The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinance, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

ARTICLE 26 – SAFETY STANDARDS AND ACCIDENT PREVENTION

26.01 With respect to all Work performed under this contract, the Contractor shall:

- A. Comply with the safety standards provisions 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.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. 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 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.

ARTICLE 27 – WAGE RATE REQUIREMENTS

27.01 Prevailing wages DO apply.

ARTICLE 28 – “BUY AMERICAN” PROVISIONS

28.01 The Bidder must comply with the requirements of the “Buy American” provisions of the State Revolving Fund Assistance Agreements.

28.02 All iron and steel manufacturing processes must take place in the US except for metallurgical processes involving refinement of steel additives. There is no requirement for the origin of components and sub-components of manufactured goods. Products listed at 48 CFR 25.104(A) have been determined to be unavailable in the US and if required for the project, may be purchased from foreign sources. No unauthorized use of foreign iron, steel, and or manufactured goods will be allowed on this project.

28.03 The technical specifications include the names of manufacturers for the purpose of establishing the type and quality of specified equipment, products and materials. Where manufacturers'

names are listed on the bid form or in the specifications it is not an indication that the named manufacturers can comply with the Buy American requirements. Bidders shall verify that the manufacturers of proposed equipment, products, and materials can comply with the Buy American requirements.

PROCUREMENT FORMS & SUPPLEMENTS



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**BID FORM
FOR CONSTRUCTION CONTRACTS**

Prepared by



Issued and Published Jointly by



Endorsed by



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.

Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

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.

004100-i

**BID FORM
19003
SANDY HOOK WATER DISTRICT
2019 WATER SYSTEM IMPROVEMENTS
CONTRACT 13 – WATER MAIN REPLACEMENT
TABLE OF CONTENTS**

	Page
Article 1 – Bidder's Acknowledgements.....	1
Article 2 – Bidder's Representations.....	1
Article 3 – Bidder's Certification	2
Article 4 – Basis of Bid.....	3

Article	6	–	Time	of	Completion
.....					4 Article 7 – Attachments to
this Bid				5 Article 8 – Defined
Terms.....					5 Article 9 – Bid
Submittal.....					6

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. Page i

004100-1

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**PHYSICAL ADDRESS: SANDY HOOK WATER DISTRICT
 100 HOWARDS CREEK ROAD
 SANDY HOOK, KENTUCKY 41171**

**MAILING ADDRESS: SANDY HOOK WATER DISTRICT
 PO BOX 726
 SANDY HOOK, KENTUCKY 41171**

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 this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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 that 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. Addendum, Date

- 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, and performance of the Work.
- D. 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

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.

BID FORM
004100-2

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.

- E. 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.
- F. 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.
- G. 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.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. 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.

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.

BID FORM
004100-3

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**2019 WATER SYSTEM IMPROVEMENTS
CONTRACT 13 – WATER MAIN REPLACEMENT
SANDY HOOK, KENTUCKY**

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	2" PVC Class 250 Water Main	425	LF		
2	4" PVC Class 250 Water Main	14,800	LF		
3	6" PVC Class 250 Water Main	4000	LF		
4	2" Gate Valve and Box	2	EA		
5	4" Gate Valve and Box	6	EA		
6	6" Gate Valve and Box	1	EA		
7	Tapping Sleeve and Valve	1	EA		
8	Air Release Valve	2	EA		

9	Reconnect Existing Meter to New Water Main	28	EA		
10	4" DR9 HDPE Directional Drill Creek Crossing	1040	LF		
11	12" DR11 HDPE Directional Drill Road Crossing	200	LF		
12	10" Steel Casing Bored and Jacked	60	LF		
13	New Meter and reconnect to exist. Service line	9	EA		
14	Flushing Hydrant	1	EA		
15	Blow Off Assembly	1	EA		
16	Driveway/County Road Bore w/PVC Casing	65	LF		
17	1" PE Service Line	400	LF		
18	Reconnect Existing Water Main to New Water Main	3	EA		
19	Cut and Plug Existing Water Main	3	EA		
20	Install new pumps and VFD's in KY 7 BPS	1	LS		
21	Reseal Interior of Wrigley Glass Lined Tank	1	LS		
22	PVC Casing Open Cut	30	LF		
23	6" Directional Drill Creek Crossing	50	LF		

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.

BID FORM
004100-4

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
24	Ground Penetrating Radar Utility Locator	1	EA	\$17,500	\$17,500
Total of All Unit Price Bid Items					\$

TOTAL AMOUNT BID – 2019 WATER SYSTEM IMPROVEMENTS, CONTRACT 13 – WATER MAIN REPLACEMENT

DOLLARS AND

CENTS (\$)

THE ABOVE PRICES SHALL INCLUDE ALL LABOR, MATERIALS, OVERHEAD, PROFIT, INSURANCE AND OTHER COSTS NECESSARY TO COVER THE FINISHED WORK OF THE SEVERAL KINDS CALLED FOR. THE PRICE FOR PIPE INSTALLATION INCLUDES ALL LABOR, MATERIALS, UNCLASSIFIED EXCAVATION AND REMOVAL, CLEAN-UP, ETC. FOR A FINISHED PRODUCT. CHANGES IN THE WORK SHALL BE PROCESSED IN ACCORDANCE WITH THE GENERAL CONDITIONS.

BY SUBMISSION OF THIS BID, THE BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, THAT THIS BID HAS BEEN ARRIVED AT INDEPENDENTLY, WITHOUT CONSULTATION, COMMUNICATION, OR AGREEMENT AS TO ANY MATTER RELATING TO THIS BID, WITH ANY OTHER BIDDER OR WITH ANY COMPETITOR.

Each bidder shall complete all of the required bid forms. The entire bid form includes all pages in Section 004000 series documents. Failure to submit all required forms may cause the bid to be considered non-conforming, non-responsive and may cause the bid to be rejected.

AWARD OF THE PROJECT WILL BE BASED ON THE LOW EVALUATED RESPONSIVE, RESPONSIBLE, BEST AND QUALIFIED BIDDER UNLESS ALL BIDS ARE REJECTED.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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.

BID FORM
004100-5

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid: A.

- Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

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.

BID FORM
004100-6

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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.



BID FORM
004313-1
PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum \$

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. **BIDDER SURETY**

(Seal) (Seal)

Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: By:

Signature Signature (Attach Power of Attorney) Print Name Print Name

Title Title

Attest: Attest:

Signature Signature

Title Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.
Prepared by the Engineers Joint Contract Documents Committee.
Page 1 of 2

19003/9.7.2021 BID BOND

004313-2

PENAL SUM FORM



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award

agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.
Prepared by the Engineers Joint Contract Documents Committee.
Page 2 of 2

19003/9.7.2021 BID BOND

USDA

Form RD 400-6

(Rev. 4-00) **COMPLIANCE STATEMENT** This

statement relates to a proposed contract with

(Name of borrower or grantee)

Form Approved

OMB No. 0575-0018

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.

2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.

4. If I have participated in such a contract or subcontract, I have, have not developed and placed

on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Position 6 RD 400-6 (Rev. 4-00)

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

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

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

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

(name) (date)

(title)

oOo

(08-21-91) PN 171
004513-1

QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE
EXTENT PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner: Sandy Hook Water District

Project Name: 2019 Water System Improvements

Contract 13 – Water Main Replacement_____

TYPE OF WORK: Replacement of approximately 20,000 LF of water main and reconnection of approximately 38 meters. Also included will be the resealing of the Wrigley Tank and new pumps and VFD's at the KY 7 pump station.

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

EJCDC® C-451, Qualifications Statement.

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

Page 1 of 8

BIDDER'S QUALIFICATION STATEMENT
004513-2

5. AFFILIATED COMPANIES:

Name:

Address:

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

CORPORATION

State of Organization:

Date of Organization:

Executive Officers:

- President:

- Vice President(s):

- Treasurer:

EJCDC® C-451, Qualifications Statement.

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

Page 2 of 8

BIDDER'S QUALIFICATION STATEMENT

004513-3

- Secretary:

LIMITED LIABILITY

COMPANY State of

Organization:

Date of Organization:

Members:

JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing

Partner - Name:

- Address:

Joint Venture Managing

Partner - Name:

- Address:

Joint Venture Managing

Partner - Name:

EJCDC® C-451, Qualifications Statement.

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

Page 3 of 8

BIDDER'S QUALIFICATION STATEMENT

004513-4

- Address:

Jurisdiction:

Type of License:

License Number:

Jurisdiction:

Type of License:

License Number:

8. CERTIFICATIONS CERTIFIED BY: Disadvantage Business Enterprise:

Minority Business Enterprise:

Woman Owned Enterprise:

Small Business Enterprise:

Other (.):

9. BONDING INFORMATION

Bonding Company:

Address:

Bonding Agent:

Address:

Contact Name:

EJCDC® C-451, Qualifications Statement.

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

Page 4 of 8

BIDDER'S QUALIFICATION STATEMENT
004513-5

Phone:

Aggregate Bonding Capacity:

Available Bonding Capacity as of date of this submittal:

10. FINANCIAL INFORMATION

Financial Institution:

Address:

Account Manager:

Phone:

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it? YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

EJCDC® C-451, Qualifications Statement.

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

Page 5 of 8

BIDDER'S QUALIFICATION STATEMENT
004513-6

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information. **12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer:

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR EMR
YEAR EMR
YEAR EMR
YEAR EMR
YEAR EMR

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR TRFR
YEAR TRFR

EJCDC® C-451, Qualifications Statement.

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

Page 6 of 8

BIDDER'S QUALIFICATION STATEMENT
004513-7

YEAR TRFR
YEAR TRFR
YEAR TRFR

Total number of man-hours worked for the last 5 Years:

YEAR TOTAL NUMBER OF MAN-HOURS
YEAR TOTAL NUMBER OF MAN-HOURS
YEAR TOTAL NUMBER OF MAN-HOURS
YEAR TOTAL NUMBER OF MAN-HOURS
YEAR TOTAL NUMBER OF MAN-HOURS

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR DART
YEAR DART
YEAR DART
YEAR DART
YEAR DART

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION:

BY:

TITLE:

DATED:

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS DAY OF , 20__

NOTARY PUBLIC - STATE OF

MY COMMISSION EXPIRES:

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

EJCDC® C-451, Qualifications Statement.

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

Page 8 of 8

BIDDER'S QUALIFICATION STATEMENT

004513-1

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date
--------------	------------------------	-----------------	---------------

	Name: Address: Telephone:	Name: Company: Telephone:		
	Name: Address: Telephone:	Name: Company: Telephone:		
	Name: Address: Telephone:	Name: Company: Telephone:		
	Name: Address: Telephone:	Name: Company: Telephone:		
	Name: Address: Telephone:	Name: Company: Telephone:		
	Name: Address: Telephone:	Name: Company: Telephone:		
	Name: Address: Telephone:	Name: Company: Telephone:		

EJCDC® C-451, Qualifications Statement.

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

Page 1 of 4

BIDDER'S QUALIFICATION STATEMENT

004513-2

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	
	Name: Address: Telephone:	Name: Company: Telephone:		
	Name: Address: Telephone:	Name: Company: Telephone:		
	Name: Address: Telephone:	Name: Company: Telephone:		

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONTRACTING FORMS



NOTICE OF AWARD

Date of Issuance:

Owner: Sandy Hook Water District Owner's Contract No.: 12

New Water Treatment
Plant

Engineer: Bluegrass Engineering, PLLC Engineer's Project No.: 19003 Project: 2019 Water

System Improvements Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ _____ *[note if subject to unit prices, or cost-plus]*

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents. You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

EJCDC® C-510 (Rev. 1), Notice of Award.
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.
Page 1 of 1

19003/4.28.2022 NOTICE OF AWARD

AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by



Issued and Published Jointly by



Endorsed by



EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

005200-1

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between **Sandy Hook Water District** (“Owner”) and (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

“2019 Water System Improvements, Contract 13 – Water Main Replacement” for the Sandy Hook Water District, located at 474 Howards Creek Road, Sandy Hook, Kentucky.

The program of work for this project which bids are to be submitted consists of the replacement of approximately 20,000 LF of 4”/6” PVC water main and the reconnection of approximately thirty-eight (38) meter services. Also included is the interior resealing of the Wrigley standpipe tank and new pumps and VFD’s for the KY 7 pump station.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**2019 WATER SYSTEM IMPROVEMENTS
CONTRACT 13 – WATER MAIN REPLACEMENT
SANDY HOOK WATER DISTRICT
SANDY HOOK, KENTUCKY**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **BLUEGRASS ENGINEERING, PLLC, GEORGETOWN, KENTUCKY.**

3.02 The Owner has retained **BLUEGRASS ENGINEERING, PLLC, GEORGETOWN, KENTUCKY** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 1 of 7 AGREEMENT

005200-2

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$750.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$750.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

EJDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 2 of 7 AGREEMENT

005200-3

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the _____ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 3 of 7 AGREEMENT

005200-4

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor 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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor 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 Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

- 1. This Agreement (pages 1 to ____, inclusive).
- 2. Performance bond (pages ____ to ____, inclusive).
- 3. Payment bond (pages ____ to ____, inclusive).
- 4. Other bonds.
 - a. ____ (pages ____ to ____, inclusive).
- 5. General Conditions (pages ____ to ____, inclusive).

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 4 of 7 AGREEMENT

005200-5

- 6. Supplemental General Conditions to EJCDC Standard General Conditions (pages ____ to ____, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of ____ sheets with each sheet bearing the following general title: ____ [or] the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers ____ to ____, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 5 of 7 AGREEMENT

005200-6

valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract,

published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 6 of 7 AGREEMENT

005200-7

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: CONTRACTOR:

Sandy Hook Water District

By: By:

Title: Chairman Title:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Attest:

Title: Title:

Address for giving notices: Address for giving notices: 100 Howards Creek Road

Sandy Hook, Kentucky 41171

License No.:

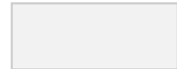
(where applicable)

Agreement.)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 7 of 7 AGREEMENT



005500-1

Owner's Contract No.: 12
New Water Treatment
Plant

Owner: Sandy Hook Water District

NOTICE TO PROCEED

Contractor: Contractor's Project No.:

Engineer: Bluegrass Engineering, PLLC Engineer's Project No.: 19003 Project:

Contract Name:

Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [redacted], 20__]. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

EJCDC® C-550, Notice to Proceed.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1

19003/4.28.2022 NOTICE TO PROCEED