



**Henderson Water Utility**  
WATER • WASTEWATER • STORMWATER

📞 270.826.2421

💻 [www.hkywater.org](http://www.hkywater.org)

📍 111 Fifth Street  
Henderson, KY 42420

**Memo To:** Plan Holders

**From:** Tom Williams, P.E.  
HWU General Manager

**Re:** **Addendum No. 2**  
Countryview Stormwater Project – Phase II, Section 1  
Bid Reference: 2021 - 29

**Date:** 13 September 2021

Additional Questions from Bidders, and Answers, so far:

1. Question: Item No. 7 title says 10" Storm Sewer, description says 12", which is correct?

Answer: Description has been changed on the attached Revised Bid Form to read 10".  
Quantity remains at 286 linear feet.

Bidders must use the attached revised bid form for bid submission; Addendum 1 & 2 are acknowledged on that new form. Other changes noted in Addendum 1 are included on this revised form.

Bid opening date/time is unchanged: **1:30 p.m., 16 September 2021.**

Bidders should submit their sealed bids by customary means, prior to the bid opening time. At the specified time, a video teleconference will be broadcast to the public as allowed under KRS 61.826 and KRS 45A.080(4). No primary location will be set for public attendance as per Kentucky Attorney General Opinion 20-05, and no public attendance will be permitted at this meeting due to the highly contagious nature of COVID-19. The Bid Opening will be broadcast on Zoom: Please check our web site ([hkywater.org](http://hkywater.org)) for details on how to view the broadcast

If you have further questions, feel free to call me at 270.826.2421 (Office).

Cc: Bart Boles, HWU Project Engineer  
Ken Ferry, HWU Chief Engineer  
Kathy Manker, HWU Procurement Manager



**REVISED BID FORM**

**PROJECT IDENTIFICATION:** Countryview Stormwater Improvements – Phase II, Section 1  
Henderson Water Utility  
Ref# - 2021 – 29

**THIS BID SUBMITTED TO:** Henderson Water Utility  
111 Fifth Street  
Henderson, KY 42420

**CONTACT INFORMATION:** All questions regarding this bid solicitation should be directed to the Purchasing Manager as per item #3 in the Solicitation Instructions and Conditions.

**DATE REFERENCES:** Last day for bid clarifications: 13 September 2018  
Bid Closing: 16 September 2021, 1:30 p.m.  
HWU Board Meeting (award): 20 September 2021

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to furnish equipment as specified or indicated in the Bid Documents and Technical Specifications for the Bid Price(s) and in accordance with the other terms and conditions of the Bid Documents and Technical Specifications.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and the Bid Documents and Specifications. This bid will remain subject to acceptance for ninety days after the day of bid closing.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:
  - a. BIDDER has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER
<i>13 Sept 2021</i>	<i>1</i>
<i>13 Sept 2021</i>	<i>2</i>

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents and Technical Specifications, and all conditions, laws and regulations that in any manner may affect cost, or furnishing the equipment required.
    - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the PURCHASER.

Bidder acknowledges and certifies by submission of his bid that all the provisions and statutes of KRS 45a.465 are complied with fully.

- d. Specify a unit price in figures for each bid item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the space provided for that purpose. Round the products by dropping all digits past the cent. Write in ink or type all figures. Where unit prices and extended amounts are not properly computed, the unit price shall govern. Where words and figures do not agree, figures shall govern. It is the intention of the Owner to award all items to be constructed to a single bidder.

**Bid Form**  
**Furnish and Install Storm Sewer Materials**  
**Pricing to be held for 30 days after submittal is opened**

**ITEM No. 1: Mobilization & Demobilization**

Includes Mobilization and Demobilization of personnel and subcontractors to site, general conditions, traffic control, Bid Bond, Performance and Payment Bond, etc., and all other costs not included in the other items under this Contract. This item will be paid 75% with the first pay application after the start of construction, and 25% with the last pay application, and includes all costs of any subsequent demobilizations and re-mobilizations as required by the project schedule.

LUMP SUM BID PRICE \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).  
(Use words) (figures)

**ITEM No. 2: Demolition of Existing Facilities**

Includes excavation and disposal of miscellaneous materials, including driveway pipes at locations where new storm sewers are installed parallel to roadways; miscellaneous materials encountered during excavation, including landscape elements and driveway pavements; includes all costs of disposal; all complete and ready for use.

LUMP SUM BID PRICE \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).  
(Use words) (figures)

**ITEM No. 3: 24" Storm Sewer**

154 Linear Feet of 24" HDPE, Double Wall Pipe, including excavation and disposal of trench materials; furnishing and installing all pipe, connections, joint materials and other materials; connection to manholes and inlets as required; testing; furnishing and installing bedding and backfill (Methods A, B or C, as required); driveway repairs; all complete in place and ready for use.

154 Linear Feet @ \$ \_\_\_\_\_ Equals \$ \_\_\_\_\_  
Unit Price L.F. Extended Amount

**ITEM No. 4: 18" Storm Sewer**

226 Linear Feet of 18" HDPE, Double Wall Pipe, including excavation and disposal of trench materials; furnishing and installing all pipe, connections, joint materials and other materials; connection to manholes and inlets as required; testing; furnishing and installing bedding and backfill (Methods A, B or C, as required); driveway repairs; all complete in place and ready for use.

226 Linear Feet @ \$ \_\_\_\_\_ Equals \$ \_\_\_\_\_  
Unit Price L.F. Extended Amount

**ITEM No. 5: 15" Storm Sewer**

916 Linear Feet of 15" HDPE, Double Wall Pipe, including excavation and disposal of trench materials; furnishing and installing all pipe, connections, joint materials and other materials; connection to manholes and inlets as required; testing; furnishing and installing bedding and backfill (Methods A, B or C, as required); driveway repairs; all complete in place and ready for use.

916 Linear Feet @ \$ \_\_\_\_\_ Equals \$ \_\_\_\_\_  
Unit Price L.F. Extended Amount

**ITEM No. 6: 12" Storm Sewer**

153 Linear Feet of 12" HDPE, Double Wall Pipe, including excavation and disposal of trench materials; furnishing and installing all pipe, connections, joint materials and other materials; connection to manholes and inlets as required; testing; furnishing and installing bedding and backfill (Methods A, B or C, as required); driveway repairs; all complete in place and ready for use.

153 Linear Feet @ \$ \_\_\_\_\_ Equals \$ \_\_\_\_\_  
Unit Price L.F. Extended Amount

**ITEM No. 7: 10" Storm Sewer**

286 Linear Feet of 10" HDPE, Double Wall Pipe, including excavation and disposal of trench materials; furnishing and installing all pipe, connections, joint materials and other materials; connection to manholes and inlets as required; testing; furnishing and installing bedding and backfill (Methods A, B or C, as required); driveway repairs; all complete in place and ready for use.

286 Linear Feet @ \$ \_\_\_\_\_ Equals \$ \_\_\_\_\_  
Unit Price L.F. Extended Amount

**ITEM No. 8: Storm Inlet**

30 Storm Inlets (per attached Detail) including excavation and disposal of existing materials; furnishing and installing precast concrete catch basin; furnishing and installing frame and grate; spacers; grout and all other incidental materials; furnishing and installing bedding and backfill (Methods A, B or C, as required); all complete in place and ready for use.

30 Each @ \$ \_\_\_\_\_ Equals \$ \_\_\_\_\_  
Unit Price Each Extended Amount

**ITEM No. 9: 60" Storm Sewer Manholes (Greater than 6' Depth)**

Two (2) 60-inch diameter Storm Sewer Manholes (per Figure 6-4, appended) including excavation and disposal of existing materials; furnishing and installing base, riser and top sections; furnishing and installing manhole frame and lid; stub-outs, concrete bench, connecting boots and all other incidental materials; testing; furnishing and installing bedding and backfill (Methods A, B or C, as required); ground restoration; all complete in place and ready for use.

2 Each @ \$ \_\_\_\_\_ Equals \$ \_\_\_\_\_  
Unit Price Each Extended Amount

**ITEM No. 10: 48" Storm Sewer Manholes (Less than 6' Depth)**

Three (3) 48-inch diameter Storm Sewer Manholes (per Figure 6-5, appended) including excavation and disposal of existing materials; furnishing and installing base, riser and top sections; furnishing and installing manhole frame and lid; stub-outs, concrete bench, connecting boots and all other incidental materials; testing; furnishing and installing bedding and backfill (Methods A, B or C, as required); ground restoration; all complete in place and ready for use.

3 Each @ \$ \_\_\_\_\_ Equals \$ \_\_\_\_\_  
Unit Price Each Extended Amount

**ITEM No. 11: 24" Standard Pipe Headwall**

One (1) 24-inch diameter Standard Pipe Headwall (per Figure 6-8, appended) including excavation and disposal of existing materials; furnishing and installing precast or poured in place concrete unit; connecting boots and all other incidental materials; furnishing and installing bedding and backfill; ground restoration; all complete in place and ready for use.

1 Each @ \$ \_\_\_\_\_ Equals \$ \_\_\_\_\_  
Unit Price Each Extended Amount

**ITEM No. 12: Grading, Seeding, Mulching, and Erosion Control**

Includes all grading of ditches as shown on the plans, including setting alignment and grade; seeding and mulching; erosion control during construction; NOI submittal and reporting; all complete in place and ready for use.

LUMP SUM BID PRICE \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
(Use words) (figures)

**ITEM No. 13: Riprap**

30 Tons of Class III Riprap, including excavation and disposal of existing materials; furnishing and installing geotextile fabric and KYTC Class III channel lining; ground restoration; all complete in place and ready for use.

30 Tons @ \$ \_\_\_\_\_ Equals \$ \_\_\_\_\_  
Unit Price Each Extended Amount

**ITEM No. 14: Asphalt Base Course**

34 Tons of Asphalt Base (KYTC Class 2 Asphalt Base, 1.00D PG64-22), for street repairs, including preparation of subgrade; furnishing and installing all materials, including trucking, hauling spreading, and compaction; all complete in place and ready for use. This item does not include driveway repairs.

34 Tons @ \$ \_\_\_\_\_ Equals \$ \_\_\_\_\_  
Unit Price Each Extended Amount

**TOTAL BID PRICE**

TOTAL BID PRICE \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

(Use words)

(figures)

**Bidders – please attach a “post-it” note or other tag to this page, in your completed bid.**

**Shop Drawing / Completion Schedule:**

Number of days from Award of Purchase Order to shop drawings: \_\_\_\_\_ days

Number of days from shop drawing approval to substantial completion: \_\_\_\_\_ days

**Exceptions Taken to this Proposal:** List any and all exceptions. (If none, check here).



**SIGNATURE PAGE**

**Non-Collusive Bid Statement:** The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicate by any such person prior to the official opening of the bid.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title (printed)

\_\_\_\_\_  
Legal Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature \_\_\_\_\_ Title \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS  
CLAIMING QUALIFIED BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a “qualified bidder” in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular “qualified bidder” status claimed by the bidding entity.

\_\_\_\_\_ A nonprofit corporation that furthers the purposes of KRS Chapter 163

\_\_\_\_\_ Per KRS 45A.465 (3), a “Qualified nonprofit agency for individuals with severe disabilities” means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder’s claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

Subscribed and sworn to before me by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

[Seal of Notary}

Check this box if not claiming Qualified Bidder Status

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS  
CLAIMING RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

[Seal of Notary}

Check this box if not claiming Resident Bidder Status

**Statement Required Pursuant to KRS 45A.395  
NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He or she is the owner, partner, officer, representative, or agent of \_\_\_\_\_, the Bidder that he or she has submitted the attached bid;
2. He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Henderson Water Utility, the City of Henderson or any person interested in the proposed Contract: and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_  
Title