



## **HOPKINSVILLE WATER ENVIRONMENT AUTHORITY**

### Bid Packet:

FY 2022 - 2023  
Sealed Bid # 2223-11  
SOW # 01-2022 - Oak Grove WWTP Outfall Relocation

### Bid Opening:

Thursday, January 12, 2023 @ 2:00 P.M. CST  
401 East 9<sup>th</sup> Street, Hopkinsville, KY, 42240  
HWEA Boardroom

# **BID PACKET**

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IMPORTANT: In the event any of the documents are not enclosed, please advise the Purchasing Officer immediately.



## **INVITATION TO BID**

Sealed bids for furnishing and delivering the following:

FY 2022 - 2023  
Sealed Bid # 2223-11  
SOW # 01-2022 - Oak Grove WWTP Outfall Relocation

will be received at HWEA's Main Office, 401 East 9<sup>th</sup> Street, P. O. Box 628, Hopkinsville, Kentucky, until 2:00 pm, CST, on Thursday January 12, 2023, at which time the bids will be opened and read aloud publicly in the HWEA Board Room, at the same address.

The Bid Packet contains the Invitation to Bid, General Conditions, Specifications, and Detailed Specifications.

# **GENERAL CONDITIONS**

## 1. INSTRUCTIONS, SPECIFICATIONS AND FORMS

Instructions, specifications and forms may be obtained via the HWEA website, in person, or by email from the HWEA Purchasing Officer at 401 East 9<sup>th</sup> Street, Hopkinsville, KY, 42240. Telephone number 270-887-2782, email [jrenshaw@hwea-ky.com](mailto:jrenshaw@hwea-ky.com), or see our website at [www.hwea-ky.com](http://www.hwea-ky.com).

- (a) All bids shall be submitted on and in accordance with the attached Bid Form. The form shall be signed and dated in the appropriate space.
- (b) Each bid shall be submitted in a sealed envelope and clearly marked on the outside of the envelope with the following:

FY 2022 - 2023  
Sealed Bid # 2223-11  
SOW # 01-2022 - Oak Grove WWTP Outfall Relocation

- (c) If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope: FY 2022 - 2023 - SEALED BID # 2223-11 – SOW # 01-2022 - OAK GROVE WWTP OUTFALL RELOCATION and shall be mailed to the HWEA Purchasing Officer, P.O. Box 628 Hopkinsville, KY 42241, allowing sufficient time for such mailing to reach this address prior to the scheduled closing time for receipt of bids.
- (d) Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Purchasing Officer.
- (e) Any bidder or bidders finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or believing that the specifications are discriminatory, shall notify the Purchasing Officer in writing within 5 days of the scheduled opening of bids. Exceptions as taken in no way obligates HWEA to change the specifications. The Purchasing Officer will notify all bidders in writing, of any interpretations made of specifications or instructions.
- (f) HWEA will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Officer.

- (g) The successful bidder may have to purchase a City of Oak Grove vendor's license prior to the official award of the bid, in order to meet the requirements of City of Oak Grove ordinances.
- (h) Any bidder may withdraw their bid either in person or in writing at any time prior to the scheduled time for the receipt for bids. Withdrawals after the scheduled time for the receipt of bids will not be permitted.

## 2. AWARD OF CONTRACTS

- (a) The HWEA Board may award the contract to the bidder it finds to be the most responsive (considering price, time of delivery, compliance with specifications and past experiences) and not necessarily the lowest price. HWEA reserves the right to reject any and all bids.
- (b) All bids will be awarded based on the most current edition of HWEA's Purchasing Policy, as amended.
- (c) All bids will be judged on the basis of best buy to HWEA and compliance with the General Conditions and conformance with the bid specifications. HWEA reserves the right to reject any and all bids.
- (d) Any other considerations or basis for judgment will be stated in the specifications.
- (e) Unless otherwise stated, the Purchasing Officer reserves the right to award contracts or place orders to a single source or divide awards and orders or enact such combination which in his judgment, shall be in the best interest of HWEA.

## 3. DELIVERY

- (a) Item(s) shall be delivered F.O.B. destination with delivery costs and applicable charges to be included in the bid.

#### 4. COMPETITION

In order to assure fair competition and to permit determination of the best bid:

- (a) The Detailed Specifications, which may include a name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in the specifications or Bid Form is to designate a standard of quality and type and for no other reason.
- (b) Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.
- (c) All bids shall be accompanied by such descriptive literature and documents as may be called for by the specifications or Bid Form.
- (d) Specifications provided are based on HWEA needs and uses, estimated costs of operation and maintenance, and other significant and / or limiting factors to meet HWEA requirements and shall be consistent with HWEA's policies. Minimum or maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

#### 5. DISPUTES

In cases of disputes, as to whether or not an item or service quoted or delivered meets specifications, the decision of the Purchasing Officer, or authorized representative shall be final and binding on all parties. The Purchasing Officer may request written recommendation of the head of the Department using the item.

#### 6. EXCEPTIONS

The submission of a bid shall be considered an agreement to all the terms, conditions and specifications provided herein as listed in the various bid documents, unless specifically noted otherwise in the space provided on the Bid Form.

#### 7. BID BINDING

Unless otherwise specified, all formal bids submitted shall be firm and irrevocable for a period of sixty (60) calendar days from the date of opening.

8. UNIT PRICING

Unless clearly shown on the Bid Form that it is the intent of the bidder that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit price(s), extended price(s), and/or total price(s). If a mistake is observed in arithmetic, unit prices govern and the bid will be refigured accordingly.

9. DELIVERY TIME

The bidder is to indicate on the Bid Form the approximate lead time on delivery.

10. WARRANTY

All materials provided by the Contractor under this contract shall be warranted for a period of at least one (1) year from the date of final certificate of payment. The Contractor will be required to sign a Warranty for their workmanship performed under this Contract warranting said work for a period of one (1) year.

# **SPECIFICATIONS**

## 1. GENERAL SPECIFICATIONS

- (a) The work shall include the furnishing of all labor, materials, equipment, tools, supervision, shop drawings and related items to remove approximately 65 LF of sanitary sewer line, construct approximately 20 LF of sanitary sewer line, construct a low-water stream crossing and replace an access gate in Oak Grove, KY for the Hopkinsville Water Environment Authority (HWEA).
- (b) BID FORMS submitted by Contractors who have not, in the opinion of HWEA, had sufficient experience in the size and type of work involved may not be considered.
- (c) Prior to work commencement, the Contractor shall schedule and coordinate all work with HWEA.
- (d) The work shall be completed during the Contract Times specified in the Notice to Proceed. The Contract Times for the project shall be 60 calendar days. The Notice to Proceed will be issued at a mutually agreeable date.
- (e) Liquidated Damages shall be assessed at \$250 per calendar day for each day in excess of the Contract Times, should the Contractor not make readiness for Final Payment as stipulated in the Notice to Proceed. Contract Time Extensions may be requested for reasonable delays outside the Contractor's control (unexpected material lead times, inclement weather, employee quarantine orders, etc.). Approved Contract Extensions will be implemented with a Change Order.
- (f) Payment will be made in a single lump-sum, inclusive of any Change Orders, within 30 days of Contractor invoicing and HWEA's acceptance.
- (g) No payment will be made by HWEA for Stored Materials.
- (h) The Contractor shall be responsible for removing and disposing of all materials which are scheduled to be removed including any construction debris. Any item(s) designated as salvage will be made available to HWEA in as best condition as possible.
- (i) No part of the work shall be subcontracted without written permission from HWEA.



- (j) The use of second hand or salvaged construction materials will not be permitted by HWEA.
- (k) All work shall be completed to HWEA's satisfaction. All methods and installation shall be coordinated with HWEA to ensure a timely and professional job.
- (l) A Stream Construction Permit and Local Floodplain Construction Permit has been obtained for the project. Copies of these permits must be available at the construction site at all times.
- (m) The Contractor shall coordinate the tie-in to the existing effluent line with the Oak Grove WWTP. The effluent line may be plugged for approximately four (4) hours during tie-in.
- (n) Erosion prevention measures, sediment control measures and other site management practices shall be designed, installed, and maintained in an effective operating condition to prevent migration of sediment off site.
- (o) The Contractor shall be responsible for surface restoration of all areas disturbed by construction. All work shall meet HWEA's standards for seeding and mulching requirements.
- (p) The HWEA Standards Manual is incorporated into this document as the technical specifications for this project. A digital copy (PDF) of the HWEA Standards Manual is available upon request.
- (q) HWEA will provide judgement concerning any discrepancies between the construction plans, existing conditions, and any other component of the work.
- (r) The Contractor shall make any necessary field measurements in order to ensure that work is properly completed and appurtenances work as intended.
- (s) The Contractor shall submit Shop Drawings for HWEA review.
- (t) The new sanitary sewer line and appurtenances shall be encased in concrete to prevent disturbances.
- (u) The new access gate shall be of a steel tube style, 12' x 4', with steel hinges and 6" x 6" pressure-treated wooden posts.

- (v) The new fence shall be 4' tall, 14 gauge, 4" x 4" mesh, galvanized welded wire at a location to be marked by HWEA.

2. INFORMATION TO BE FURNISHED BY BIDDER

- (a) Contractor bidding on the work shall give evidence of their experience in the class of work involved, including at least three jobs of comparable size and type performed by as general contractors.
- (b) Contractor shall, at his own expense, procure all permits, certificates and licenses required of them by law for the execution of their work. Contractor shall comply with all federal, state and local laws, ordinances, or rules and regulations relating to the performance of the work.
- (c) A copy of contractor's Certificate of Insurance which names HWEA as a certificate holder insured in the amounts listed below:

<b>Worker's Compensation</b>	Statutory
<b>Employer's Liability</b>	
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
<b>Automotive Liability</b>	
Bodily Injury & Property Damage	\$1,000,000 Each Accident
<b>Commercial General Liability</b>	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$2,000,000 Aggregate
<b>Commercial Umbrella</b>	\$5,000,000 Per Occurrence

Failure to provide any of the above information could result in dismissal of bid.

3. HWEA SUPPLIED SERVICES / MATERIALS

- (a) HWEA will provide Resident Inspection / Observation during construction.
- (b) HWEA shall be responsible for Shop Drawing review and approval.
- (c) HWEA will not furnish any construction materials for this project.

4. SITE VISIT

- (a) Site Visit is not required but is encourage, contact Travis Barnett, [tbarnett@hwea-ky.com](mailto:tbarnett@hwea-ky.com) or T # 270-881-1396, to schedule a site visit.

5. EXCEPTIONS

- (a) Major exceptions to these specifications or failure to submit requested information may be considered cause for rejection of the bid.

DETAILED SPECIFICATIONS

The following are minimum specifications for;

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BIDDER SPECIFICATIONS

Bidder is requested to indicate either by writing “Comply” or “Exceptions” whether his product meets the minimum specifications as listed on this opposite side. If “Exception” is written, please indicate in the space providing the deviation or include a detailed “EXCEPTIONS PAGE” with the bid packet.

**ANY AND ALL BIDS WHICH ARE RETURNED MUST HAVE THE FOLLOWING PAGES COMPLETED AND RETURNED OR BID MAY NOT BE CONSIDERED.**

## **DETAILED SPECIFICATIONS**

The work shall include the following tasks. These tasks are included as a general description of the work to be completed and are not meant to be all-inclusive. A complete project shall be defined as the installation of all construction materials and work that is necessary in order that the Oak Grove Waste Water Treatment Plant's outfall is relocated, accessible and functioning in the intended manner.

1. Perform brush / light tree clearing of approximately 150 LF on the project site.
2. Furnish and install a concrete low-water crossing including any grading.
3. Furnish and install approximately 20 LF of 18" PVC Pipe, including two (2) 45\* bends, a 10" x 18" reducer, concrete encasement, and cut-and-cap of abandoned line.
4. Furnish and install pipe repair sleeve at one (1) location in the existing PVC pipe.
5. Furnish and install approximately 10 tons of rip rap and approximately 30 tons of # 57 gravel along the access road.
6. Cut, cap, and remove approximately 65 LF of exposed 10" PVC gravity sanitary sewer pipe, including a concrete headwall.
7. Furnish and install a new access gate, including gateposts, braces and approximately 10 LF of fence.



## RECEIPT OF BID PACKET

FY 2022 - 2023  
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I hereby acknowledge receipt of the subject bid packet.

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Company Authorized Signature

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Date



## BID FORM

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Item #	Item	Qty.	Unit	Unit Price	Total
1	New Access Gate & Fencing - Complete	1	LS		
2	Relocation of Access Road & New Low-Water Crossing - Complete	1	LS		
3	Point Repair(s) to Outfall Line	1	Each		
4	New Outfall Piping, Fittings & Tie-In - Complete	1	LS		
5	Remove Existing Outfall Headwall & Exposed Pipe	1	LS		
6	New Rip-Rap at New Outfall Including Placement	10	Ton		
7	New Gravel over Access Road including Placement	30	Ton		

TOTAL BID, FORM OF PROPOSAL ITEMS 1 THROUGH 7, INCLUSIVE \_\_\_\_\_



**BID FORM**

FY 2022 - 2023  
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Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

<u>DESCRIPTION</u>	<u>BIDDER DESCRIPTION</u>	<u>TOTAL COST</u>
Outfall Relocation	Lump Sum	\$_____

I, the undersigned, do hereby certify that I am a duly authorized representative of \_\_\_\_\_ and I have carefully examined the Invitation to Bid, General Conditions, Specifications and Bid Form and agree to all terms and conditions as set forth therein.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

NOTARY PUBLIC: \_\_\_\_\_

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