INVITATION FOR BIDS
CCK-2314-18
SANITARY SEWER IMPROVEMENTS
LAKE CUMBERLAND 4H CAMP
ADDENDUM # 1
5-17-18

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: BID AND ADDENDUM MUST BE RECEIVED BY 5-23-18 @ 3:00 P.M. LEXINGTON, KY TIME

Bidder must acknowledge receipt of this and any addendum as stated in the Invitation for Bids.

Please see the enclosed for clarification to the bid.

OFFICIAL APPROVAL
UNIVERSITY OF KENTUCKY

Jim Sutton
Contracting Officer / (859) 257-5406

Signature

Typed or Printed Name
The attention of contractors bidding the titled contract is called to the following additions, substitutions, or deletions to the Drawings and /or Specifications.

A voluntary Pre-Bid meeting was held at 10:30 a.m. local time on Tuesday, May 15, 2018, at the Lake Cumberland 4-H Center, 17500 KY 196, Nancy, Kentucky 42544. A copy of the sign-in sheet is attached to this addendum. The following items are either questions discussed during the Pre-Bid meeting, by formal submittal on the questionnaire sheets provided at the Pre-Bid meeting, or by email by the end of day May 15, 2018.

A. SPECIFICATIONS

1. Form of Proposal

An updated Form of Proposal is attached to this Addendum.

In the Lump Sum Proposal section on page FP-2, consider the following as clarification. The Base Bid under the heading “LUMP SUM PROPOSAL” shall include only the items included in Division 1. The alternate bid option includes the work shown in all Divisions throughout the contract (i.e. Base Bid refers to work shown on sheets labeled Division 1 and Division 1 & 1. Alternate bid option work refers to work shown on all sheets.) If funds are available to award the contract based on the Alternate Bid Option, the Alternate Bid amount will be considered. If funds are not available, the Base Bid amount will be used to determine the award of contract.
2. **Section 01500 – Construction Facilities and Temporary Controls**

   In article 1.03.A. on page 01500-1, add the following after the second sentence “Bypass pumping operations may be required to avoid spills to the environment, or maintain proper operation of treatment and conveyance systems. Expected peak flowrate for Bypass operations is 350 gallons per minute (gpm)”.

3. **Section 02200 – Earth and Rock Work**

   In article 3.10.A.1. on page 02200-14, replace the phrase “at this location” with the following “on-site, at a location designated by the OWNER”.

4. **Section 02700 – Sewer and Drain Pipe**

   In article 2.02A on page 02700-2, replace the first sentence with “Where sewer pipes of similar or different materials are to be joined, i.e., VC pipe to DI pipe, VC pipe to PVC pipe, or some other combination, an adapter made for this purpose shall be used”.

**Attachments:**
1. Pre-Bid Meeting Sign-In Sheet
2. Revised Form of Proposal

**By:** ________________________________
David F. Schrader, P.E.
Project Manager
NOTE: The following Form of Proposal shall be followed exactly in submitting a proposal for this work. If this copy is lost, an additional copy will be furnished upon written request to the authority issuing Contract Documents.

This Proposal is submitted by: ________________________________
(NAME AND ADDRESS OF BIDDER)

Date: ________________________________

Telephone: ________________________________

Email Address: ________________________________

TO: BID CLERK
UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION
PROCUREMENT
RM. 322 SERVICE BUILDING
LEXINGTON, KY. 40506-0005

INVITATION TO BID: CCK-2314-18

BID OPENING DATE: May 23, 2018
TIME 3:00 P.M. E.S.T. ________________________________

The Bidder, in compliance with your Invitation for Bids for the above referenced Project, having carefully examined the site of the Work, the Drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the Specifications affecting the work as prepared by the Consultant, hereby proposes to furnish all labor, materials, supplies and services required to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below without qualification.

The Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. ___________________________ DATED ___________________________

ADDENDUM NO. ___________________________ DATED ___________________________

ADDENDUM NO. ___________________________ DATED ___________________________

(Here insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)
Contractor Report of Prior Violations of Chapters 136, 139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor’s operations. The Contractor’s failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

FOR THE LUMP SUM OF _________________________________

(USE WORDS) DOLLARS AND (USE WORDS) CENTS.

(USE WORDS)

(USE WORDS)

($____________________)

(USE FIGURES)

Add Alternate #1
As described Addendum #1

Add Alternate #1 __________________________

Total Base Bid and Alterante __________________________
I hereby certify:

1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2314-18 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;

3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids;

4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 45A.330 to 45A.340 and 45A.455;

5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;

6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.

7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.

8. That the bidding contractor and all subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.

9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY _______________________________ TITLE _______________________________

PRINT NAME _______________________________ FIRM _______________________________

ADDRESS _______________________________ AREA CODE & PHONE ____________________

FAX _______________________________

CITY __________________ STATE _______ ZIP CODE _______ DATE ________________________

Email _____________________________________________________
BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01) Small Business  (06) Woman-Owned Large Business
(02) Large Business   (07) Disadvantaged Woman-Owned Small Business
(03) Disadvantaged Small Business   (08) Disadvantaged Woman-Owned Large Business
(04) Disadvantaged Large Business   (09) Other
(05) Woman-Owned Small Business

DEFINITIONS

(01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.

(02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.

(03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.

(04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.

(05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.

(06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.

(07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.

(08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.

(09) OTHER: A concern that does not meet any of the above definitions.
THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.

2. List of Proposed Subcontractors and Unit Prices. (if required)

3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.

4. List of Materials and Equipment.

5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

                        (Nine Digit Number)

6. DUNS NUMBER __________________________________________
   (If Duns number is not available, please provide 9-digit zip code of Corporate Headquarters.

BIDDER’S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, “to the responsive and responsible bidder whose bid offers the best value” to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.
UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders will be required to complete and submit the following information at the time of bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

1. 8-Inch Polyvinyl Chloride (PVC) SDR-35 Sewer Pipe, Installation at All Depths, Including Pipe Couplings at Reconnection Points, Complete
   L.F. 1,180 $__________ $__________

2. 6-Inch or 4-Inch SDR-35 Lateral Pipe, Installation at All Depths, Including Pipe Couplings at Reconnection Points, Complete
   L.F. 90 $__________ $__________

3. Remove Existing Manhole, Furnish, and Install New Standard 4-Foot Diameter Manhole, 1.00’ to 6.00’ Depth, with Traffic-Type Frame and Cover, Complete
   Each 5 $__________ $__________

4. Extra Depth Manhole, Furnish and Install New Standard 4-Foot Diameter Manhole, 6.01’ to 16.00’ Depth, with Traffic-Type Frame and Cover, Complete
   V.F. 5 $__________ $__________

5. Manhole Rehabilitation, Including Pressure Cleaning and Necessary Surface Preparation, Including Grout Fill, Complete
   V.F. 10 $__________ $__________

6. Manhole Rehabilitation, Including Structural Liner Coating (Sprayroq® or Equal), Complete, Only on Order of the Engineer
   V.F. 10 $__________ $__________

7. Manhole Bench/Invert Repair, Only on Order of the Engineer
   Each 5 $__________ $__________

8. Manhole Chimney/Corbel Repair, Only on Order of the Engineer
   Each 5 $__________ $__________

9. 8-Inch by 6-Inch SDR 35 PVC Wye/Tee Branch, All Depths, Complete
   Each 6 $__________ $__________

10. Sewer Cleanout Assembly, Furnish and Install, Complete, per Detail
    Each 6 $__________ $__________

11. Seed and Straw Restoration, Nonpaved Areas, Complete
    S.Y. 50 $__________ $__________
12. Crushed (DGA) Rock on Trench Surface
   Ton  10  $_________  $_________

13. 2-Inch Thickness Bituminous Surface Replacement, Trench Width
   L.F.  100  $_________  $_________

14. 4-Inch Thickness Concrete Surface Replacement with Resteel, Trench Width on Drives and Roads
   L.F.  30  $_________  $_________

SUBTOTAL DIVISION 1
                   $_________

DIVISION 2

Unit Prices

1. 8-Inch Polyvinyl Chloride (PVC) SDR-35 Sewer Pipe, Installation at 0.00’ to 6.00’ Depth, Including Pipe Couplings at Reconnection Points, Complete
   L.F.  1,500  $_________  $_________

2. 8-Inch Polyvinyl Chloride (PVC) SDR-35 Sewer Pipe, Installation at 6.01’ to 12.00’ Depth, Including Pipe Couplings at Reconnection Points, Complete
   L.F.  $_________  $_________

3. 8-Inch Polyvinyl Chloride (PVC) SDR-35 Sewer Pipe, Installation at 12.01’ to 20.00’ Depth, Including Pipe Couplings at Reconnection Points, Complete
   L.F.  $_________  $_________

4. 6-Inch or 4-Inch SDR-35 Lateral Pipe, Installation at All Depths, Including Pipe Couplings at Reconnection Points, Complete
   L.F.  150  $_________  $_________

5. Remove Existing Manhole, Furnish, and Install New Standard 4-Foot Diameter Manhole, 1.00’ to 6.00’ Depth, with Traffic-Type Frame and Cover, Complete
   Each  9  $_________  $_________

6. Extra Depth Manhole, Furnish and Install New Standard 4-Foot Diameter Manhole, 6.01’ to 16.00’ Depth, with Traffic-Type Frame and Cover, Complete
   V.F.  12  $_________  $_________

7. Manhole Rehabilitation, Including Pressure Cleaning and Necessary Surface Preparation, Including Grout Fill, Complete
   V.F.  16  $_________  $_________

8. Manhole Rehabilitation, Including Structural Liner Coating (Sprayroq® or Equal), Complete, Only on Order of the Engineer
   V.F.  10  $_________  $_________

9. Manhole Bench/Invert Repair, Only on Order of the Engineer
   Each  5  $_________  $_________

10. Manhole Chimney/Corbel Repair, Only on Order of the Engineer
    Each  5  $_________  $_________

11. 8-Inch by 6-Inch SDR 35 PVC Wye/Tee Branch, All Depths, Complete
    Each  10  $_________  $_________
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<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost 1</th>
<th>Cost 2</th>
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<td>12</td>
<td>Sewer Cleanout Assembly, Furnish and Install, Complete, per Detail</td>
<td>Each</td>
<td></td>
<td>$________</td>
<td>$________</td>
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<td>13</td>
<td>Seed and Straw Restoration, Nonpaved Areas, Complete</td>
<td>S.Y.</td>
<td></td>
<td>$________</td>
<td>$________</td>
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<td>14</td>
<td>Crushed (DGA) Rock on Trench Surface</td>
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<td>$________</td>
<td>$________</td>
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<td>15</td>
<td>2-Inch Thickness Bituminous Surface Replacement, Trench Width</td>
<td>L.F.</td>
<td></td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>16</td>
<td>4-Inch Thickness Concrete Surface Replacement with Resteel, Trench Width on Drives and Roads</td>
<td>L.F.</td>
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<td>$________</td>
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**SUBTOTAL DIVISION 2**

$________
All subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

All Bidders will be required to complete and submit the following information at the time of bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

*The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.*

1. Excavator

2. Mechanical
LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

All Bidders will be required to complete and submit the following information at the time of bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

END OF LIST OF MATERIALS AND EQUIPMENT

1. Pipe Supplier

----------------------------------------
IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1. Minority and Women Subcontractors

2. Minority and Women Material Suppliers

SUPERINTENDENT

In accordance with Article 17 of the General Conditions a full-time superintendent will be required on this project. Below, please list the superintendent your firm will employ on this project. The successful Bidder will be required to furnish a resume of the superintendents qualifications and or past projects.

List the Superintendent’s Name

Revised 3/22/06
<table>
<thead>
<tr>
<th>REPRESENTATIVE</th>
<th>COMPANY</th>
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<tbody>
<tr>
<td>1. Timothy Higdon</td>
<td>D. K. Best Foundations, UK AG1</td>
</tr>
<tr>
<td>2. Avery Watkins</td>
<td>Bell Engineering</td>
</tr>
<tr>
<td>3. Jim Buckles</td>
<td>Bell Engineering</td>
</tr>
<tr>
<td>4. Shadale</td>
<td>Flo-Line Contracting LLC</td>
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<tr>
<td>5. Michael Lile</td>
<td>Jare, LLC</td>
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<tr>
<td>6. Joe Settle</td>
<td>Blue Tank and Pump Rental</td>
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<tr>
<td>7. Greg Bednarek</td>
<td>Gaines Construction Co Inc</td>
</tr>
<tr>
<td>8. Mike Ham</td>
<td>UK operator</td>
</tr>
<tr>
<td>9. I.D. J. Huff</td>
<td>McConany Excavating</td>
</tr>
<tr>
<td>10. Matthew Carnes</td>
<td>Spectra Tech LLC</td>
</tr>
<tr>
<td>12. Roger McGowan</td>
<td>Montgomery Brothers</td>
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<tr>
<td>13. Jeff Woodcock</td>
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<td>14. David Bayles</td>
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<td>15. Ryan Montgomery</td>
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<td>16. Mike Montgomery</td>
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