



Louisville and Jefferson County Metropolitan Sewer District  
700 West Liberty Street  
Louisville Kentucky 40203-1911  
502-540-6000  
www.msdlouky.org

February 24, 2010

Enclosed is **Addendum No. 1** for Contract No. 15478, Derek R. Guthrie Water Quality Treatment Center Wet Weather Treatment Facility. This Addendum shall be used in the submission of bids and made part of the Plans and Bid Documents of Contract No. 15478.

Sincerely,

Mark Johnson, PE  
Director of Engineering

-----  
(Detach Here)

I, \_\_\_\_\_ of \_\_\_\_\_,  
acknowledge receipt of Addendum No. 1 to Contract No. 15478, Derek R. Guthrie Water Quality Treatment Center Wet Weather Treatment Facility.  
Date: \_\_\_\_\_

This receipt shall be signed and returned to MSD accompanying the bid proposal prior to the bid opening at Noon, **local time, Friday, March 26, 2010**. During the bid opening, proposals will not be accepted without this receipt. Attach this receipt to the front of the bid document.



*Beneficial Use of Louisville's Biosolids*  
[www.louisvillegreen.com](http://www.louisvillegreen.com)

**ADDENDUM NO. 1 to the  
BIDDING REQUIREMENTS AND  
CONTRACT DOCUMENTS for the  
CONSTRUCTION of the DEREK R.  
GUTHRIE WATER QUALITY  
TREATMENT CENTER WET WEATHER  
TREATMENT FACILITY, LOUISVILLE  
AND JEFFERSON COUNTY  
METROPOLITAN SEWER DISTRICT  
LOUISVILLE, KENTUCKY**

**Date: February 24, 2010  
Contract No.: 15478  
Record No.: 15478**

**To all Planholders and/or Prospective Bidders:**

The following changes, additions and/or deletions are hereby made a part of the Bidding Requirements and Contract Documents for the construction of the Derek R. Guthrie Water Quality Treatment Center Wet Weather Treatment Facility, as fully and completely as if the same were fully set forth therein:

Attached is a summary of the February 16, 2010 Pre Bid meeting minutes and the attendance list.

**SITE VISIT**

One additional site visit dates is listed below. Contractors must be present at the start time and location. All guests must be escorted by MSD personnel. Contractors must submit in writing if additional site visits are requested.

Scheduled Site Visit

Wednesday March 17, 2010  
8:00 AM – 11:00 AM  
DRGWQTC Administration Bldg.

**PART 1 – BIDDING REQUIREMENTS**

1. Invitation to Bid and Information for Bidders Item 1. Change the Bid Opening Date from “March 17, 2010, 1:00 PM” to “March 26, 2010, Noon.”
2. Last date to submit written questions is 5:00 PM, Friday, March 12, 2010.  
Last date to submit MBE/WBE waiver request is 5:00 PM, Friday, March 19, 2010.
3. Replace the Bid Form with the attached.
4. INFORMATION FOR BIDDERS- Paragraph 11. INSURANCE. Replace with the following:  
**Before the execution of a Contract by MSD, the successful bidder must furnish MSD a certificate or certificates issued by or on behalf of insurers or a self-insurance program or**

**group self-insurance program, qualified to do business in the Commonwealth of Kentucky under KRS Chapter 304 or KRS Chapter 342, certifying that the successful bidder complies with the Workers' Compensation laws of Kentucky and is insured or indemnified against public liability claims which may arise out of the performance of the work under the proposed Contract in the limits as set out in Appendix C. The Contractor shall also furnish MSD with proof of Builders Risk Insurance that will be in effect for this project.**

Paragraph 9 LOCAL LABOR PREFERENCE

Second paragraph DELETE and REPLACE with the following:

All bidders must submit a completed and signed Local Labor Preference Commitment Form, along with their bid proposal. The form shall be included in the bid package and can be found in these requirements.

**ADD Paragraph 25. Evaluation of "Or Equal" materials and equipment and substitutions**

Subject to compliance with the specified requirements, where listed by name, all equipment, materials, services, and suppliers shall be followed by "OR EQUAL", unless noted in the specifications as "no substitutions". MSD will not evaluate the acceptability of items prior to the bid with the exception that the total lump sum bid for the DRGWQTC Wet Weather Treatment Facility must include the costs of base bid equipment items which are listed in the Bid Form. MSD will not consider additions to the designated base bid equipment manufacturers; however, this does not preclude a bidder from offering deductive alternates per the provisions of the base bid procedure specified under Section 9.1.3 of the Bid Form.

Following contract award, decisions will be made by MSD regarding the acceptability of individual deductive alternates written in on the Equipment Base Bid Form. All other "or equal" determinations will be made on a case-by-case basis during the project submittal review process.

Whether named or unnamed in the specifications, please note that it is the responsibility of the contractor, subcontractor, suppliers, and manufacturers to determine the suitability of their materials and products for inclusion in the project.

**ADD Paragraph 26. Temporary Utilities**

MSD will make available to the contractor the use of electrical power and water to the extent that the treatment process is not compromised and excessive fees are not incurred by MSD.

Process water will be readily available, but MSD will neither guarantee the quantity nor provide personnel or additional equipment and facilities to administer it as needed. Potable water will be accessible for office support, dust suppression, and minor miscellaneous uses. However, MSD will not allow the contractor to utilize the MSD potable water system for filling process tanks and/or testing equipment. Should the contractor feel that the use of potable water is needed to perform these activities; a

separate water meter shall be installed and utilized for these purposes. It shall be the responsibility of the contractor to pay for all associated costs involved with this service.

The existing MSD facilities are capable of providing temporary electrical services to the site for temporary lighting, office support, miscellaneous tools usage, and equipment testing. The contractor shall be solely responsible for establishing the necessary electrical services originating at locations approved by MSD. MSD will furnish no additional electrical equipment other than that which is currently installed within the plant.

**ADD Paragraph 27 Final Acceptance Statement** – In the following equipment specifications, the term “Final Acceptance” is used in reference to the start of the warranty period for the equipment. For this project, the term Final Acceptance shall be equivalent to the Substantial Completion date as defined in these contract documents.

## **PART 2 – CONTRACT FORMS**

1. Replace the Local Labor Preference Provision form with the attached.

## **PART 3 – SPECIFICATIONS**

### **GENERAL NOTE:**

In the Equipment Specifications listed below, any reference in the warranty provisions to the term “Final Acceptance” shall be deleted and replaced with “Substantial Completion” as defined in these Contract Documents.

Section 11314 - CHOPPER SCUM PUMPS, Paragraph 1.3.A

Section 11320 - GRIT COLLECTING AND REMOVAL EQUIPMENT, Paragraph 1.4.A

Section 11335 - SECONDARY CLARIFIER EQUIPMENT, Paragraph 1.5.A

Section 11376 - FINE BUBBLE AERATION DIFFUSION EQUIPMENT, Paragraph 1.6.A

Section 11377 - COARSE BUBBLE AERATION DIFFUSION EQUIPMENT, Paragraph 1.5.A

Section 11400 - ODOR CONTROL COVERS, Paragraph 1.5.A

Section 11926 - CHEMICAL FEED: LIQUID SYSTEMS, Paragraph 1.6.A

In addition, all other equipment and products identified in the Contract Documents shall be furnished with the manufacturers’ or suppliers’ standard warranties, but in no case shall the warranties be in effect for less than one year from the date of Substantial Completion.

### 1. Section 01025 – MEASUREMENT AND PAYMENT

#### A. Paragraph 1.4.D ADD following:

“2. Existing Scum Pump Electrical Automation Allowance:

- a. To be used to address any work necessary for the electrical automation of the scum pump valves and newly installed actuators as described in Section 11314 – CHOPPER SCUM PUMPS paragraph 2.3.K.”

2. Section 11320 – GRIT COLLECTING AND REMOVAL EQUIPMENT
  - A. Paragraph 2.3 A. 2. REPLACE “Acceptable bidders are Flowserve Model M.” with “Acceptable suppliers are Flowserve, Wemco, Hayward Gordon, or equal.”

#### **PART 4 – CONTRACT DRAWINGS**

1. DRAWINGS: D-2, D-7, S-5, S-11 – Access walkway across Grit Basin Effluent Channel shall be 10 ft. wide. Reinforcing steel shall be same as indicated on structural drawings.
2. DRAWINGS: A-3, S-23 – Precast roof decking for the Clarifier Electric Building as shown on Sections A3.1 and A3.2 of Drawing A-3 is incorrect. Orientation of decking as shown on Drawing S – 23 is correct.
3. Note that the existing wetlands area between the aeration basins and the grit basins is within Do Not Disturb limits. This area, as defined by Exclusion Fence and Reinforced Silt Fence, is correctly shown on Drawing C-10.

#### **QUESTIONS**

1. Q: Can MSD clear up issues regarding agreements between subcontractors and primes in cases where unit price proposals from subcontractors will be used within the lump sum bid?

A: Bidders who have met the designated M/WBE goals must submit the following complete information in their Bid to be considered responsive:

- Fully completed and signed Data Sheet Number I and IA (Bid Proposal forms) to report the MBE and the WBE firm name, monetary amount of participation, percent of MBE and WBE participation and a description of the services and/or materials to be supplied.
- A copy of the signed proposal from each M/WBE participant stating the terms of the Agreement between the bidder and the M/WBE sub and the monetary amount for the services and/or materials to be supplied.
- A copy of the Bid Certificate certifying that the M/WBE sub is responsible for estimating their material, equipment and labor costs, and that these costs are not provided by the prime contractor.

2. Q: Does MSD give credit to third tier M/WBE?

A: No, to receive credit contract must be between Prime Contractor and M/WBE subcontractor.

3. Q: Is there a direct formula for calculating the evaluated bids?  
A: Yes. Reference Item No. 10. Basis of Award of Information for Bidders on Page IB-3.
4. Q: Will the local labor percentages be read aloud during the bid opening?  
A: Yes.
5. Q: Does a subcontractor's local labor count towards total percentage?  
A: Yes, the percentage is the total amount of man-hours performed by local labor divided by the total amount of man-hours on the project.
6. Q: Is there a sheeting and shoring specification?  
A: Yes, refer to Specification sections 02200 - Earthwork and 02221 - Trenching, Backfilling, and Compacting for Utilities. Guidelines are covered in these sections, however, design and implementation is the contractor's responsibility. MSD and OSHA standards for trench excavation safety shall be employed.
7. Q: Is there a dewatering specification?  
A: Yes, refer to spec sections 02200 - Earthwork and 02221 - Trenching, Backfilling, and Compacting for Utilities. Guidelines are covered in these sections, however, design and implementation is the contractor's responsibility. Refer to MSD standards for best management practices in groundwater discharging. Dewatering operations shall be in accordance with all applicable regulations.
8. Q: Does the access road south of the Aeration Basins have to remain in service?  
A: The Contractor must provide reasonable access for MSD personnel to continue to maintain all plant operations. If any access road is blocked or unable to be used the Contractor should coordinate with MSD and provide acceptable alternative routes.
9. Q: Section 7/s-22 indicates the top of flow conduit is at 434.83', but the finish grades for the portions running from clarifier area to the existing well are at 444' to 443'? How are we to account for this?  
A: The referenced flow conduit is buried below grade.
10. Q: Does the prevailing wage rate apply to truck drivers who are hauling materials offsite?  
A: Refer to Kentucky Labor Cabinet 803 KAR 1:055 for applicability prevailing wage requirements.
11. Q: If extended hours or multiple shifts are necessary to meet the Substantial Completion date, please define if there are any conditions under which the Contractor would be responsible for cost of the additional staff required by MSD or any of their consultants to support the Contractor's work schedule.  
A: MSD does intend to penalize Contractor for additional costs incurred for extended work hours on the site unless the Contractor has demonstrated a lack of reasonable

progress throughout the course of the project, beginning at the receipt of a notice to proceed until the established project deadlines.

## **ATTACHMENTS**

Bid Form  
Local Labor Preference Provision Appendix A  
Prebid Meeting Minutes

**End of Section**

NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

**BID FORM**

To: LOUISVILLE AND JEFFERSON COUNTY  
METROPOLITAN SEWER DISTRICT (MSD)

Address: 700 West Liberty Street  
Louisville, Kentucky 40203-1913

Project Title: **Derek R. Guthrie Water Quality Treatment Center Wet Weather  
Treatment Facility**

Contract No.: **15478** \_\_\_\_\_

Submitted By: \_\_\_\_\_  
(Bidder's Business Name)

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Telephone No.) (Fax No.)

1. BIDDER'S DECLARATION AND UNDERSTANDING.

1.1. 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 MSD.

1.2. Bidder acknowledges that no special interpretation or inference of intent is to be given to different formats of different Specification sections.

1.3. In submitting this Bid, Bidder acknowledges and accepts CONTRACTOR's representations as more fully set forth in the Contract.

1.4. In submitting this Bid, Bidder certifies Bidder is qualified to do business in the Commonwealth of Kentucky, Jefferson County, and the City of Louisville, where the

Project is located as required by laws, rules, and regulations or covenants to obtain such qualification prior to Contract award.

1.5. Bidder understands and accepts the terms and conditions of the Bidding Documents.

2. PREVAILING WAGE.

2.1. Not less than the prevailing hourly wage as determined by the Commissioner of Labor shall be paid to all laborers, workmen, and mechanics performing Work under the Contract.

3. CONTRACT EXECUTION AND BONDS.

3.1. The undersigned Bidder agrees, if this Bid is accepted, to enter into a Contract with MSD on the form annexed to the Bidding Documents to perform and furnish Work as specified or indicated in the Bidding Documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Contract and in accordance with the other terms and conditions of the Bidding Documents.

3.2. The undersigned Bidder agrees, if this Bid is accepted by MSD, to provide all Bonds specifically required by the terms of the Contract in the form annexed to the Bidding Documents.

4. CONTRACT TIMES.

4.1. Contract completion times are specified in the Contract.

5. LIQUIDATED DAMAGES.

5.1. Bidder accepts the provisions in the Contract as to liquidated damages.

6. ADDENDA.

Bidder hereby acknowledges that it has received Addenda No's \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (Bidder shall insert No. of each Addendum received) and agrees that Addenda issued are hereby made part of the Contract Documents, and Bidder further agrees that this Bid includes impacts resulting from said Addenda.

7. SUBCONTRACTORS.

7.1. Submitted information will be considered confidential, and reasonable precautions will be taken to ensure security of these documents. All information submitted will become and remain the property of MSD and will not be returned.

8. SALES AND USE TAXES.

8.1. The Bidder agrees that all sales and use taxes are included in the stated Bid prices for the Work, unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

9. BASE BID.

9.1. BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following TOTAL BID AMOUNT which includes Total Allowance Work plus the System Integrator Participation plus the Total Lump Sum Base Bid Work Bid which includes all remaining Work.

**9.1.1 ALLOWANCE WORK**

<b>Description</b>	<b>Allowance Amount</b>
<b>A. Designated Allowance</b>	
<b>Electric work associated with existing scum pumps</b>	<b>\$ 15,000.00</b>
<b>B. Contingency Allowance</b>	
	<b>\$100,000.00</b>
<b>TOTAL ALLOWANCES</b>	<b>\$115,000.00</b>

**One hundred fifteen thousand dollars and no cents**  
(use words)

**\$115,000.00**  
(figures)

*\* The MBE/WBE project goals will be based on the contract amount including the Designated Allowance but not the \$100,000.00 Contingency Allowance. During the course of the contract the Contractor shall maintain the MBE/WBE percentage of the participation of the original contract if the Contingency Allowance is used.*

**9.1.2 SYSTEM INTEGRATOR PARTICIPATION**

There are two separate but companion projects to be constructed simultaneously at the Derek R. Guthrie Water Quality Treatment Center (DRGWQTC). The first to be bid is the DRGWQTC Pumping Package Project (Contract No. 15477) and the second is this DRGWQTC Wet Weather Treatment Facility Project (Contract No. 15478). It is important that these projects be coordinated and the new and existing facilities be linked seamlessly together without conflict and are completed within the

given time restrictions. A critical factor to that link is the work of the System Integrator.

In order to achieve this goal, MSD requires that the bidder provide a fee for the services of each of the designated Systems Integrators in the table in this section. The bidder must also identify, by means of placing an X in the middle column, the System Integrator fee that is included in the Total Bid Amount. For each System Integrator, MSD will sum the values in the Total Fee column for the successful low bids of both projects. MSD will select the System Integrator with the lowest aggregate fee for both projects combined. If the System Integrator selected by the successful bidder should differ from that determined by this selection process, and this selection process increases or decreases the cost of system integration services for the successful low bidder, MSD will execute a change order with the impacted bidder to cover the cost differential. The cost differential shall be defined as the difference between the Total Fee value of the System Integrator denoted by the X in Table 9.1.3 and the Total Fee value in said table for the system integrator determined by this selection process.

**Table 9.1.2**

Company Name	Selected (X)	Total Fee
ControlTouch Systems, Inc., Louisville, KY		
Rawdon Myers, Inc., Miford, OH		

**9.1.3 LUMP SUM BASE BID WORK**

9.1.3.1 Specific equipment has been used in preparing the Contract Documents and thus establishes the minimum quality that is acceptable. **The Total Lump Sum Base Bid Work Bid shall include prices from Base Bid Equipment Manufacturers and will be a component of the Total Bid Amount along with the Allowance Work (Section 9.1.1) and the System Integrator Participation (Section 9.1.2). The Total Bid Amount shall be used in the calculation of the basis of award.** Alternate manufacturer’s equipment and the associated costs thereof will be considered only after determination of the low BIDDER, they will not be considered in determining the low bid.

9.1.3.2 The BIDDER is required to indicate by an “X” in the space provided on the Equipment Base Bid Form included herein the equipment proposed to be furnished as part of the Total Lump Sum Base Bid Work Bid. **If no manufacturer is indicated, the ENGINEER shall select the equipment to be furnished.**

**9.1.3.3 Where the BIDDER has marked an “X” in the space provided to indicate the equipment proposed to be furnished as part of the Total Lump Sum Base**

**Bid Work Bid, no substitution of one item of base bid equipment for another will be allowed.**

9.1.3.4 In addition to the Base Bid equipment, BIDDERS are encouraged to quote on alternate equipment by listing it under "Alternate Manufacturer Equipment/Model Number" for each separate category of equipment identified as a Base Bid item. The BIDDER shall indicate his proposed alternate within each category by inserting the manufacturer's name and model number in the space provided and inserting the dollar amount in the column labeled "Deductive Amount". The dollar amount for each item listed shall include all costs required to incorporate the alternate into the project.

9.1.3.5 Alternates shall be offered independently of any other offered equipment. Acceptance of any alternate equipment shall not be made contingent upon the OWNER'S acceptance of any other alternate equipment.

9.1.3.6 The MSD reserves the right to accept or reject any or all of the alternates proposed. Such acceptance or rejection may be based on technical or nontechnical factors such as cost effectiveness, availability, availability of service or parts, maintenance requirements, etc.

9.1.3.7 For alternate equipment, the apparent low BIDDER will be required to submit a complete identification, including detailed technical and dimensional data, performance data, and installation lists of the equipment proposed to be furnished within two (2) days of the ENGINEER'S request for such information. MSD will determine if the alternate equipment is in compliance with the Contract Documents. MSD will subsequently choose which equipment will be included in the Contract as part of the Project. The Contract between the BIDDER and MSD will be prepared in the amount of the Total Bid Amount minus the cost of any deductive alternate amounts accepted by the MSD.

**Table 9.1.3 EQUIPMENT BASE BID FORM**

<i>Description of Equipment</i>	<i>Specification Section</i>	<i>"X"</i>	<i>Base Bid Manufacturer</i>	<i>Alternate Manufacturer/ Model Number</i>	<i>Deductive Amount</i>
A. Grit Collectors	11320		Hi-Tech		
			Siemens		
			Eimco		
B. Grit Pumps	11320		Flowsolve		
			Wemco		
			Hayward Gordon		
C. Grit Cyclones/Classifiers	11320		Hi-Tech		
			WSG/Siemens		
			Eimco		
D. Fine Bubble Diffuser Systems	11376	X	Sanitaire		
E. Coarse Bubble Diffuser Systems	11377		Sanitaire		
			Environmental Dynamics		
			Stamford Scientific Intl.		
F. D.O. Probes	13442	X	Hach EVITA		
G. Clarifiers	11335		Siemens/Envirex		
			Eimco		
			Walker Process		
H. Scum Pumps	11314	X	Vaughn		
I. Sodium Hypochlorite Feed Pumps	11926	X	Pulsafeeder		
J. Sodium Bisulfite Feed Pumps	11926	X	Pulsafeeder		
K. Weir Gates/Slide Gates	15115		Rodney Hunt		
			Waterman		
			Fontaine		
L. Sluice Gates	15115		Rodney Hunt		
			Waterman		
			Hydro Gate		
M. Generator	16320		Caterpillar		
			Kohler		
			Cummins		
N. Automatic Transfer Switch	16411	X	Ruselectric		
O. Programmable Logic Controllers	13500	X	Allen-Bradley		
P. Local Operator Interfaces "Flat Face Panels"	13502	X	Allen-Bradley		
Q. Ethernet Switches	13502	X	N-Tron		
R. Medium Voltage Switchgear	16340		Cutler Hammer		
			General Electric		
S. Unit Substations	16360		Cutler Hammer		
			General Electric		
			Cutler Hammer		
T. Motor Control Centers	16442		Allen-Bradley		
			General Electric		
U. Hydrostatic Level Devices	13442	X	Endress + Hauser		
V. Ultrasonic Level Devices	13442	X	Endress + Hauser		
W. Magnetic Flowmeter	13442	X	Endress + Hauser		

**9.1.3 Total Lump Sum Base Bid Work Bid:**

\_\_\_\_\_  
(use words)

\_\_\_\_\_  
(figures)

**9.1.4 TOTAL BID AMOUNT:**

**Shall be Allowance Work (Section 9.1.1) + System Integrator Participation  
(Section 9.1.2) + Lump Sum Base Bid (9.1.3) =**

\_\_\_\_\_  
(use words)

\_\_\_\_\_  
(figures)

Note: Bid amount shall include sales tax, where required, and all other applicable taxes and fees.

9.2 Bidder certifies that the cost or pricing data submitted is complete, accurate, and current as of the date of submissions to MSD.

**9 SUBCONTRACTORS.**

9.1 Bidder further proposes that the following firms or businesses will be awarded subcontracts for the following portions of the Work in the event that Bidder is awarded the Contract:

9.1.3 \_\_\_\_\_  
(Nature of Work)

\_\_\_\_\_  
(Name of subcontractor)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street) (City) (State) (Zip)

\_\_\_\_\_, \_\_\_\_\_  
(Telephone No.) (Fax No.)

9.1.4 \_\_\_\_\_  
(Nature of Work)

\_\_\_\_\_  
(Name of subcontractor)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street) (City) (State) (Zip)

\_\_\_\_\_, \_\_\_\_\_  
(Telephone No.) (Fax No.)

9.1.5 \_\_\_\_\_  
(Nature of Work)

\_\_\_\_\_  
(Name of subcontractor)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street) (City) (State) (Zip)

\_\_\_\_\_, \_\_\_\_\_  
(Telephone No.) (Fax No.)

9.1.6 \_\_\_\_\_  
(Nature of Work)

\_\_\_\_\_  
(Name of subcontractor)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street) (City) (State) (Zip)

\_\_\_\_\_, \_\_\_\_\_  
(Telephone No.) (Fax No.)

10 SURETY.

10.1 If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment, Bonds shall be

\_\_\_\_\_ whose address is

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street) (City) (State) (Zip)

11 REGISTRATION REQUIRED.

11.1 Louisville Jefferson County Metro Registration No.: \_\_\_\_\_.

11.2 Commonwealth of Kentucky Registration No.: \_\_\_\_\_  
(for out-of-state entities).

12 BID FORM ATTACHMENTS.

12.1 Complete and submit with the Bid the five Bid Form attachments listed below:

12.1.3 Experience of Bidder.

12.1.4 Current Workload Affidavit.

12.1.5 Designation of Agent for Service of Process.

12.1.6 Noncollusion Affidavit.

12.1.7 Campaign Finance Affidavit.

13 BIDDER.

An Individual

By \_\_\_\_\_  
(Individual's name and signature)

A Partnership

By \_\_\_\_\_  
(Partnership name)

\_\_\_\_\_  
(Name and signature of general partner)

\_\_\_\_\_  
(Title)

A Corporation

By \_\_\_\_\_  
(Corporation name)

\_\_\_\_\_  
(State of incorporation)

\_\_\_\_\_  
(Name and signature of general partner)

\_\_\_\_\_  
(Title)

(Corporate Seal)

A Joint Venture

By \_\_\_\_\_  
(Business name)

\_\_\_\_\_  
(Name and signature of person authorized to sign)

By \_\_\_\_\_  
(Business name)

\_\_\_\_\_  
(Name and signature of person authorized to sign)

(Each joint venturer must sign. The manner of signing each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Name, Mailing Address, Physical Address, Phone Number, and Fax Number for receipt of official communications and for additional information on this Bid:

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

SUBMITTED ON \_\_\_\_\_

(date)

(The remainder of this page left blank intentionally)

## EXPERIENCE OF BIDDER

By completing and submitting this Experience of Bidder form, Bidder certifies that Bidder is an experienced contractor and has successfully completed similar projects within the last 5 years. Bidder shall use additional sheets if necessary.

I.CLIENT: \_\_\_\_\_

A.Project Description: \_\_\_\_\_

B.Construction Cost: \_\_\_\_\_

C.Construction Period: \_\_\_\_\_

D.References/Telephone No.: \_\_\_\_\_

II.CLIENT: \_\_\_\_\_

A.Project Description: \_\_\_\_\_

B.Construction Cost: \_\_\_\_\_

C.Construction Period: \_\_\_\_\_

D.References/Telephone No.: \_\_\_\_\_

III.CLIENT: \_\_\_\_\_

A.Project Description: \_\_\_\_\_

B.Construction Cost: \_\_\_\_\_

C.Construction Period: \_\_\_\_\_

D.References/Telephone No.: \_\_\_\_\_

IV.CLIENT: \_\_\_\_\_

A.Project Description: \_\_\_\_\_

B.Construction Cost: \_\_\_\_\_

C.Construction Period: \_\_\_\_\_

D.References/Telephone No.: \_\_\_\_\_





NONCOLLUSION AFFIDAVIT

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

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

Contract No. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

being first duly sworn, deposed and says that he is \_\_\_\_\_

\_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_

\_\_\_\_\_

the party making the forgoing Bid, that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that any one shall refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with any one to fix the Bid price of Bidder or of any other Bidder, or to fix any overhead, profit, or cost element of such Base Bid price, or of that of any other Bidder, or to secure any advantage against MSD awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and further, that Bidder has not, directly or indirectly submitted his/her Base Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, Bid depository, or to any other member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with Bidder in his/her general business.

Signed:

By: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Seal of Notary

\_\_\_\_\_

CAMPAIGN FINANCE AFFIDAVIT

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

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

Comes the Bidder, \_\_\_\_\_, and states the following:

- 1. Bidder's place of business is at \_\_\_\_\_.
- 2. Bidder is bidding on MSD Bid Number \_\_\_\_\_.
- 3. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky.

Signature of Bidder \_\_\_\_\_

Typed Name of Bidder \_\_\_\_\_

State: \_\_\_\_\_

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

Subscribed and sworn to before me by \_\_\_\_\_, to me

(name)

personally known or satisfactorily proven to me to be the signer of the foregoing instrument,

who acknowledged that he/she did sign the foregoing instrument and that same was the act

and deed of \_\_\_\_\_ by him/her as its

(name of corporation)

\_\_\_\_\_ thereunto duly authorized.

(title of officer acknowledging)

Given under my hand and seal office, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission expires \_\_\_\_\_.

Signature of Notary \_\_\_\_\_

END OF SECTION

## Appendix A. Local Labor Preference Provision

Pursuant to Section 2A-15 of the Louisville and Jefferson County Metropolitan Sewer District Procurement Regulations (MSD Local Preference Policy), MSD requests that each Bidder agree to employ a percentage of Local Labor and to establish a Local Labor Percentage Commitment for all positions created by the Project subject to the prevailing hourly wage rate established by the Commissioner of Labor.

With regard to the employment of Local Labor, preference in employment shall be given to qualified individuals with a primary legal residence (based on proof of residency) within the Louisville-Jefferson County, KY-IN Metropolitan Statistical Area as defined by the U.S. Office of Management and Budget ("MSA"). The current MSA includes the Kentucky counties of Jefferson, Bullitt, Spencer, Nelson, Shelby, Henry, Oldham, Trimble, and Meade County, and the Indiana counties of Clark, Floyd, Harrison, and Washington County. The local labor preference shall apply to all new and replacement hires for all positions covered by prevailing hourly wage rates, including any covered positions of any subcontractor.

In establishing a Local Labor Percentage Commitment, each Bidder shall determine a percentage of individuals to be hired from the MSA, which will be measured in labor work hours and shall apply until the awarded contract is fully performed. Certified payroll reports of local and non-local hiring will be required to verify the Bidder's compliance, the form and content of which will be determined by MSD. MSD will also determine the frequency of reporting.

As the Local Labor Percentage Commitment shall constitute a firm contract commitment, failure on the part of a Bidder to provide reports and/or certifications as requested, and/or to otherwise comply with its commitment, shall subject the Bidder to monetary penalties as required by the MSD Local Preference Policy. At a minimum, a maximum penalty of 0.2% of the total awarded contract amount shall be assessed for each percentage point the Bidder falls short in satisfying its commitment. Should MSD determine that a Bidder has falsified any payroll or other report, other penalties may apply as provided for in the bid documents and/or the awarded contract.

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**Pre Bid Meeting Minutes**  
**Wet Weather Treatment Facility** (Budget ID H09561/ Contract 15478)  
**Derek R. Guthrie Water Quality Treatment Center**  
February 16, 2010  
MSD Central Maintenance Facility

**INTRODUCTION:**

Introduction was made by Vicki Coombs. Contractors signed in at the door upon arrival. Approximately 50 non-MSD personnel were in attendance.

**HEALTH AND SAFETY ISSUES:**

Allen Adams discussed Health and Safety Issues. He advised contractors to look over the safety manual and explained responsibilities of contractor pertaining to training and safety logs.

**MSD SUPPLIER DIVERSITY PROGRAM:**

Joy Walker spoke on MSD's Supplier Diversity Program. She explained project goals for MBE/WBE participation and had all MBE/WBE representatives present introduce themselves.

**PROJECT BACKGROUND:**

Vicki Coombs gave the background on the project. She explained the Amended Consent Decree and what deadlines were set on project completion dates. She also touched on related projects at the DRGWQTC.

**PROJECT SCOPE:**

Steve Keiber discussed the scope of the Wet Weather Treatment project. He gave an overview of what was to be done and used drawings to show locations of where the work was to be done.

**BID EVALUATION:**

John Braun and Steve Keiber explained the local labor preference provision recently adopted by MSD's Board. There was an error in the text of the Provision which will be corrected in Addendum 1, correcting the maximum penalty from 2% to 0.2%. Steve Keiber also went through the bid evaluation process by explaining the allowances on the bid form, equipment choices. In addition, MSD is asking that the system integrator services be identified in this contract so that MSD may coordinate these services in this and future contracts at the site.



## **PROJECT DETAILS:**

Larry Boone gave the project details. He explained sections 01550, 12110, and 01015 of the specification book which pertained to access roads/parking areas, site clearing, and special provisions along with the landscape plan. He also discussed the wetland areas which are not to be disturbed and excess material disposal.

## **PROJECT SCHEDULE:**

Project Schedule was given by Larry Boone. He went over times/dates for bid opening, MBE/WBE waiver deadlines, and completion times.

## **SITE VISITS:**

Vicki Coombs and Larry Boone explained procedures regarding site visits. Times and dates were given to contractors.

## **QUESTIONS:**

- Q: Can addendum be issued to clear up issues regarding agreements between subcontractors and primes in cases where unit price proposals from subcontractors will be used within the lump sum bid?
  - A: **MSD will address this issue.**
- Q: Does MSD give credit to third tier M/WBE?
  - A: **No, to receive credit contract must be between Prime Contractor and M/WBE subcontractor.**
- Q: Is there a direct formula for calculating the evaluated bids?
  - A: **Yes. Reference Item 10. Basis of Award of Information for Bidders on Page IB-3**
- Q: Will the local labor percentages be read aloud during the bid opening?
  - A: **Yes.**
- Q: Does a subcontractor's local labor count towards total percentage?
  - A: **Yes, the percentage is the total amount of man-hours performed by local labor divided by the total amount of man-hours on the project.**
- Q: Is there a sheeting and shoring specification?
  - A: **Yes, refer to Specification sections 02200 - Earthwork and 02221 - Trenching, Backfilling, and Compacting for Utilities. Guidelines are covered in these sections, however, design and implementation is the contractor's responsibility. MSD and OSHA standards for trench excavation safety shall be employed.**
- Q: Is there a dewatering specification?
  - A: **Yes, refer to spec sections 02200 - Earthwork and 02221 - Trenching, Backfilling, and Compacting for Utilities. Guidelines are covered in these sections, however, design and implementation is the contractor's responsibility. Refer to MSD standards for best management practices in groundwater discharging. Dewatering operations shall be in accordance with all applicable regulations.**
- Q: Does the access road south of the Aeration Basins have to remain in service?
  - A: **The Contractor must provide reasonable access for MSD personnel to continue to maintain all plant operations. If any access road is blocked or unable to be used the Contractor should coordinate with MSD and provide acceptable alternative routes.**

- **Other items:**

- Note that the existing wetlands area between the aeration basins and the grit basins is within Do Not Disturb limits. This area, as defined by Exclusion Fence and Reinforced Silt Fence, is correctly shown on Drawing C-10.

# MSD

Metropolitan Sewer District

**Wet Weather Treatment Facility Contract 15478**  
**Derek R. Guthrie Water Quality Treatment Center**  
**Pre Bid Meeting - February 16, 2010**

Name	Affiliation	Phone Number	Email Address
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# MSD

Metropolitan Sewer District

**Wet Weather Treatment Facility Contract 15478**  
**Derek R. Guthrie Water Quality Treatment Center**  
**Pre Bid Meeting - February 16, 2010**

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Discussed  
at  
9:30



