Regional Water Resource Agency

Invitation to Bid

Bid Name	Emergency Bypass Pumping
Bid Number	2025-12
Bid Opening Date and Time	Tuesday July 30, 2024 @ 2 pm, Local Prevailing Time
Bid Type	Public Opening- Open and Read Aloud

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit a bid for the item(s) specified within.

All Bidders are responsible for reading and complying with the attached specifications.

The Bidder certifies that all exceptions and conflicts to these contract documents have been detailed on the "Bidder's Exceptions, Conflicts and Clarifications" on page 3 of this document.

Pages contained within this bid package shall not be electronically altered. Failure to comply with these instructions may result in the rejection of the Bidder's proposal.

BIDDER'S INFORMATION:	
Company's Legal Name:	
Address:	
City, State & Zip Code:	
Telephone Number:	
Fax Number:	
Authorized Email Address:	
Authorized Signature:	
-	
Printed Name:	

Bidder's Exceptions, Conflicts and Clarifications

The Bidder acknowledges the following Addenda issued prior to Bid Opening Date:									
If there are no exceptions taken, please CHECK and INITIAL the line below.									
NO EXCEPTIONS:									
If exceptions are taken to the bid, please complete the following page, identifying each exception.									
The Bidder certifies that he agrees to all provisions of the bid documents, unless exceptions are specifically and clearly listed on the attached pages of this document and identified as exceptions.									
Exceptions to the bid specifications should be noted by number on the appropriate specification sheet and those exceptions are to be explained in the attached pages.									
All exceptions to the bid proposal must be spelled out in writing on the attached pages; this includes any exception in the Bidder's "Terms and Conditions". The Bidder's printed "Terms and Conditions" are not considered specific exceptions.									
Exceptions NOT listed on the attached RWRA Document will not be taken into consideration; this includes the Bidder's attachments, documents, and/or terms and conditions.									
Any reference to 'See attached exceptions" will not be considered, EXCEPTIONS must be listed on the attached RWRA document.									
Copies can be made of the RWRA Exceptions document if additional space is needed.									
The bidder acknowledges that ALL exceptions have been included on the 'RWRA Specifications" page(s).									
Date:									
Company Name:									
Company Representative:									

Bidder's Exceptions, Conflicts and Clarifications

Vendor's Statements Pursuant to KRS 45A.343 and KRS 45A.395

KRS 45A	343:				
The und	ersigned, a	s a duly authorized officer of		pursuant to KRS 45A.343 state	es:
1.	determir	est of my knowledge, information an ed to have violated any of the provis in the five-year period preceding thi	sions of KRS Chapters 136, 139,		
2.				required to be in compliance with	
		ovisions of KRS Chapters 136, 139, 14 to be entered into with Regional Wa		apply to it for the duration of the	
3.	violation	of KRS Chapters 136, 139, 141, 337,		to reveal any final determination o	-
		for the duration of the aforesaid Con Cancel its contract with	tract, such shall be grounds for	Regional Water Resource Agency	
	b.	Disqualify			
		contracts awarded by Regional Wat	er Resource Agency for a perio	d of two years.	
as a prer as the (bidder of on behal Kentuck laws of t defining	or offeror) If of Bidde y and that the Comme	RS45A.395 require that any bidder of a determination that such bidder of states under penalty perjury that new or Offeror, has knowingly violated at the award of a contract to the Bidde poweralth. "Knowingly" means, with a person is aware or should have that circumstance exists.	r offeror is a responsible bidder (title) of	of his)her) knowledge, anyone actionance laws of the Commonwealth provision of the campaign finance lamstance described by a statute	d ing of
(Compa	iny Namo	2)			
(Signatu	re)		(Title)		
(Typed	or printe	d name)			
This is th	ne	day of		, 20	

Prohibition of Conflicts of Interest, Gratuities, Kickbacks and Use of Confidential Information

Kentucky law prohibits conflicts of interest, gratuities, kickbacks and the use of confidential information regarding any public contract or a solicitation or proposal, therefore. The prohibitions are set for in KRS 45A.455 which provides:

- 1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
 - a. He, or any other member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
- 2. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval or disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
- 3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- 4. The prohibition of conflicts of interest, gratuities and kickbacks shall be conspicuously set forth in every local public agency's written contract and solicitation, therefore.
- 5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person (Enact. Acts 1978, ch.100, S 92, effective January 1, 1980; ch.250, S 16, effective April 9, 1980.)

Violation of the statute may result in a fine and/or imprisonment under the provisions of KRS 5A.990.

	INDEMNITY AGREEMENT
	(the "Contractor") desires to
provide labor and materials to the F	Regional Water Resource Agency ("RWRA").
RWRA is willing to allow the Conconditions. The parties therefore	tractor to provide labor and materials under the following agree as follows:
1. The Contractor shall assume	all responsibility and liability for the negligent acts or
omissions of its agents, serv	ants, or employees. The Contractor shall be
responsible for its employed	es and shall exercise all dominion, control, and
authority over the means a	nd methods used by its employees to perform any
work for RWRA or while on	RWRA property.
2. The Contractor shall comply	with all federal, state, and local occupational safety and
health laws and regulations	, and local, state, and federal laws and regulations for
"Maintenance and Control of	of Traffic During Construction".
3. To the fullest extent permit	ted by law, Contractor shall indemnify RWRA, its officers,
directors, agents, and empl	oyees from all claims for bodily injury and property
damage, including reasonal	ole attorneys' fees, costs, and expenses, that may arise
from the performance of Co	ontractor's work, but only to the extent caused by the
acts or omissions of the Cor	ntractor, or anyone employed directly or indirectly by the
Contractor, or any subcontr	ractor employed directly or indirectly by the contractor,
or by anyone for whose acts	s any of them may be liable.
The effective date shall be co	onsidered the latter of the two dates as listed.
Contractor:	Owner: RWRA
Print Name:	Print Name:
Signed By:	Signed By:

Date:

Date:

MPAULE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statementon this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Kelli Smith (A/C, No, Ext): (270) 000-0000 (A/C, No):(270) 000-0000 Owensboro (BB) / AssuredPartners NL 1925 Frederica Street Owensboro, KY 42301 ADDRESS: email@assuredpartners.com INSURER(S) AFFORDING COVERAGE NAIC # 10677 INSURER A: Cincinnati Insurance Company S0402 INSURER B: Kentucky League of Cities INSURED INSURER C: Contractor (On-Site) INSURER D: INSURER E: INSURER F: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR INSR LTR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS 1,000,000 AX **COMMERCIAL GENERAL LIABILITY** EACH OCCURRENCE CLAIMS-MADE X X 500,000 7/1/2021 ETD 0000111 7/1/2022 OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGAT \$ 3,000,000 POLICY LOC PRODUCTS - COMP/OP AGG PROFESSIONAL LI 1,000,000 OTHER \$ COMBINED SINGLE LIMIT 1,000,000 A AUTOMOBILE LIABILITY (Ea accident) X ETD 0000111 7/1/2021 7/1/2022 ANY AUTO X BODILY INJURY (Per person) \$ SCHEDULED OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE AUTOS NON-OWNED HIRED AUTOS ONLY (Per accident) \$ X WMBRELLA LIAB X OCCUR 3.000.000 **EACH OCCURRENCE** TD 0000111 7/1/2021 7/1/2022 **EXCESS HAR** CLAIMS-MADE X AGGREGATE DFD **RETENTION \$** \$ В WORKERS COMPENSATION AND EMPLOYERS' LIABILITY W001-2021-00011 7/1/2021 7/1/2022 4.000.000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 If ves. describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is listed as additional insured with respect to General Liability, Auto Liability and Excess/Umbrella Liability. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN **Regional Water Resource Agency** ACCORDANCE WITH THE POLICY PROVISIONS. 1722 Pleasant Valley Road Owensboro, KY 42303 AUTHORIZED REPRESENTATIVE

SUBMITTAL CHECKLIST

The following completed documents should be included in your submitted proposal (originals and two copies). Indicate on the first page of each set of documents 'ORIGINAL" or "COPY". The original bid documents and the copies shall be submitted in one sealed envelope.

ADDENDA ACKNOWLEDGEMENT (IF APPLICABLE)
INVITATION FOR PROPOSAL PAGE WITH BIDDER'S SIGNATURES AND CONTACT INFORMATION (first page)
EXCEPTIONS, CONFLICTS & CLARIFICATIONS FORM(S) (page 3)
VENDOR'S STATEMENTS PURSUANT TO KRS 45A.343 AND KRS 45A.395. (page 4)
PROHIBITION OF CONFLICTS OF INTEREST, GRATUTIES, KICKBACKS AND USE OF CONFIDENTIAL
INFORMATION (page 5)
INDEMNITY AGREEMENT (page 6)
INSURANCE CERTIFICATION (Sample on page 7)
BIDDER'S W-9 FORM
SIGNED ORIGINAL BID and 2 COPIES WITH PRICING PROPOSAL (pg. 15-18)

QUESTIONS:

For all questions regarding these bid documents contact

Tonya Smith, Purchasing and Administration Manager

270-687-8440 bids@rwra.org or Tonya.smith@rwra.org

SUBMIT SEALED BID TO:

TONYA SMITH

Regional Water Resource Agency

1722 Pleasant Valley Road, Owensboro, KY 42303

ALL BIDS MUST BE RECEIVED BY 2pm on July 30, 2024, if received after this time the bid will be returned to Bidder unopened

<u>Instructions to Bidders</u>

Scope

Emergency Bypass, Pumping and Misc. Services - is defined as the need for temporary pumping and short to long term bypass services in RWRA's sewer system and wastewater treatment facilities. These services may be on an emergency basis, requiring immediate response; or may be scheduled in advance. Over the last few years, costs associated with temporary pumping and various bypass setups required have varied. Given the nature of the need for these services, RWRA has no way to project any future quantities or annual expenditures to be expected by the bidder.

This Work generally will include, but not be limited to, providing all labor, equipment, materials, supplies, fuel, tools, and supervision necessary to implement a temporary pumping system for the purpose of diverting flow a duration of time to complete repair or rehabilitation work. The Work will be performed throughout RWRA's collection and treatment system boundaries within Daviess County.

The agreement will run for a period of three (3) years from AWARD with the option to renew for up to two (2) 1-year renewal periods, upon mutual agreement by both parties.

Due Date and Time

All bids must be submitted as described within this document to 1722 Pleasant Valley Road, Owensboro, KY 42303, Attn: Tonya Smith, Purchasing Manager, no later than 2:00 pm local prevailing time on Tuesday July 30, 2024. At this time all bids received will be opened and publicly read. Any bids received after the due date and time will be returned unopened.

General Compliance

Please read these instructions carefully.

Bid Submission

Typed quotation sheets are preferred; however, if handwritten, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.

Quotations must be made on the form provided. An accompanying letter of explanation is acceptable if bidder deems it necessary, but only quotes made on the provided forms will be evaluated.

In case of a discrepancy in the extension of a unit price, the unit price shall govern over the total price.

The signed completed original bid package and copies must be sealed in an envelope with the bidder's name, the bid number, and the bid opening date clearly marked on the outside of the envelope. The bids shall be addressed and delivered to Regional Water Resource Agency, Attn: Tonya Smith, Purchasing Manager, David Hawes East Treatment Plant, 1722 Pleasant Valley Road, Owensboro, KY 42303.

Bid Copies

When submitting bids you must include the original signed bid, along with two (2) copies of the entire bid. Indicate on the first page of the bid "ORIGINAL" or "COPY". The original bid and all copies shall be submitted in one envelope.

Taxes

All prices shall be quoted exclusive of any taxes. The RWRA is exempt of all Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to RWRA from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are <u>not</u> exempt from sales tax.

Bidder's Qualifications

Contractor's must demonstrate to the satisfaction of RWRA that he/she has adequate equipment, personnel, experience in the specific technical field (RWRA may request details regarding the specific experience) and understanding of the specifications to perform service under the contract. No contract will be awarded to any bidder who, in the opinion of RWRA, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment and/or consistent qualified staffing availability to conduct and complete the services in accordance with the terms and conditions of the contract. Additionally, any contract opportunity awarded to a Contractor via this bid opportunity may be cancelled at any time throughout the term of the contract should the winning Contractor fail to demonstrate acceptable performance or experience, lack the requisite capital, tools, equipment or personnel to conduct and complete the services in accordance with all applicable safety requirements and terms and conditions of the contract and/or given schedule as determined by RWRA management.

Acceptance Period

All prices quoted in this proposal must remain firm and open to acceptance by RWRA for a minimum of the term of the offer after bid opening.

Contract Terms/Renewals

The agreement will run for a period of three (3) years from AWARD with the option to renew for up to two (2) 1-year renewal periods, upon mutual agreement by both parties.

Competitive Sealed Bidding (KRS 45A.365) will be the method of procurement for the purchase of the item(s) listed herein.

Bonding

Some items will be required to obtain a \$1000 performance bond to the City of Owensboro to perform work in the public right of way.

BID AWARD

This bid will be awarded based on the lowest bid/best value to Regional Water Resource Agency.

The RWRA reserves the right to reject any and all bids and to waive any irregularities in said bids, and the RWRA also reserves the right to award bids based on the best interest and/or most advantageous to RWRA. Award will be made to the lowest responsive and responsible bidder meeting specifications.

Disqualification from Future Bids

Any contractor awarded a contract that fails to fulfill all the obligations of a contract will be disqualified from submitting a bid on Regional Water Resource Agency projects for a period of up to two (2) years.

Safety

Vendor must perform work in a safe and timely fashion, provide (at Contractor's sole expense) any and all required safety equipment, devices and supplies necessary to complete the work, maintain a clean and safe work environment, follow safety requirements established by OSHA and the Regional Water Resource Agency, comply with all federal, state, and local occupational safety and health laws and regulations, and in particular, the following federal regulations according to the most current editions and publishing; General Industry Standards, 29 CFR 1910; Occupational Safety and Health Standards, 29 CFR 1926; Safety and Health Regulations for Construction and with Kentucky Occupational Safety and Health Standards, as codified in 803 KAR Chapter 2, and with the Kentucky Transportation Cabinet/Department of Highways Standard for Road and Bridge Construction (section 112). Maintenance and control of traffic during any work performed in the public right of ways shall follow all current guidelines of the Manual on Uniform Traffic Control Devices (MUTCD). In addition, any excavation work must comply with the Kentucky Call Before You Dig Law KRS 367.4901 - 367.4917. It should be noted that the RWRA collection system has the potential to contain hazardous substances to which the Contractor could be exposed and of which RWRA may not be aware. In the event RWRA becomes aware of the existence of a potential hazard, RWRA will attempt to notify the Contractor as soon as possible of the presence of such hazard. If, in the opinion of the RWRA, a contractor's safety measures are insufficient or non-compliant with the standards and guidelines referenced herein, work will cease immediately until sufficient corrective action is taken. In the case of such a safety deficiency or when a Contractor is unprepared to provide the necessary safety equipment for a safe work environment, RWRA may choose to dismiss the Contractor from that work order and procure the immediate services of the contractor in the next position to complete the work in a timely fashion. Future Work Orders will be awarded to the Contractor again only when the Contractor demonstrates, to the satisfaction of the RWRA, that safety compliances are satisfactory, and work will be performed without risk. Multiple instances of unsatisfactory safety policy adherence may result in disqualification from all future work order consideration.

It is the bidder's responsibility to obtain any permits and approval of traffic control plans, if required, for all street cuts from applicable governing body.

<u>VENDORS WILL NOT BE PAID FOR DOWNTIME DUE TO SAFETY VIOLATIONS NOR WILL THE CONTRACTOR BE ALLOWED ADDITIONAL DAYS TO MEET THE TIME OF THE COMPLETION DATE FOR SAFETY VIOLATIONS.</u>

Materials

The Bidder is required to furnish all necessary labor and equipment needed to complete contract.

Attire

The contractor's employees shall wear appropriate attire and safety equipment at all times while on site. All OSHA and RWRA rules and regulations shall be observed. Failure to adhere to safety regulations could result in termination of contract.

<u>Subcontractors</u>

It is not the intent of this bid to utilize subcontractors. Bidders must be qualified to complete services for which they submit a bid. Subcontractors must be approved in advance. All subcontractors are held to the same standards as the prime contractor including insurance/safety/licenses/bonding.

Insurance Requirements

The Contractor shall furnish the Owner with certificates evidencing the required insurance coverage, from an "A" or better rated (by AM Best Rating System) insurance company, prior to commencing work. Contractor shall procure and maintain for the duration of this bid insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

<u>Commercial General Liability:</u> Limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with at least \$1,000,000 annual aggregate.

Commercial Automobile Insurance: Limits of not less than \$1,000,000 combined single limit.

<u>Workers' Compensation and Employers Liability</u>: Workers' Compensation limits as required by the Labor Code of the Commonwealth of Kentucky and employers liability limits of not less than \$1,000,000 per accident.

Excess/Umbrella Liability: \$3,000,000.

All Subcontractors are held to the same standards as the Prime regarding insurance/safety/license/bonding.

Indemnity Agreement

All contractors shall be required to sign an Indemnity Agreement included in the bid package to be considered for this project.

Compliance with KRS 45A.343 and KRS 45A.395

Attached are statements which must be completed by bidders. <u>These statements are required under the listed statutes and must be completed and submitted with the bid.</u>

Kentucky Preference Law

RWRA follows KRS 45A.490 and 45A.494: Reciprocal preference to be given by public agencies to resident bidders.

Compliance with Applicable Laws/Regulations

Successful bidder must comply with the City of Owensboro/Daviess County ordinances relating to Occupational License Fees, business Licenses, payroll and net profits taxes and any other ordinances which may apply to any bid package.

Compliance with Equal Opportunity Statutes

The Regional Water Resource Agency is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. RWRA is also committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of RWRA that he also conforms to all Federal, State and Local equal opportunity statutes. Further, the contractor will reimburse RWRA for any damages incurred due to any violation of the above-mentioned statutes by the contractor while under contract.

Additional Information

Requests for additional information or clarifications of bid specifications should be directed to Tonya Smith, Purchasing Manager, Telephone (270) 687-8440, or by email at bids@rwra.org. All inquiries shall be made no later than three days prior to the bid opening date. Clarifications may be made orally; all alterations, revisions or amendments to the specifications will be made only in writing by means of addenda. Bidders are required to acknowledge receipt of all addenda on the quotation sheet submitted with the bid. Addenda will be emailed to all prospective bidders of record and posted on www.rwra.org website.

Any bidder who receives this bid other than directly from the RWRA shall notify the RWRA that they have received the bid. This will allow the RWRA to notify all bidders of any addenda.

General Requirements

For the scope of work listed above, Bidders must meet the following qualifications to be considered for an award of Work:

- Have a sufficient inventory of pumps, pipes, hoses, road crossings, etc. available to meet the anticipated temporary pumping needs of RWRA.
- Be able to have a representative on-site for emergency consultation and coordination of services within 24 hours of contact from RWRA
- Have pumping equipment that meets the requirements of Temporary Pumping Equipment and Materials listed in Appendix A.
- Meet the Bonding and insurance requirements as listed within the Bid Documents
- Have a minimum of 5 years' experience providing temporary pumping services in municipal water industry.
- Have a staff with an in-depth understanding of hydraulics and capable of designing temporary pumping systems to convey specified flow rates.
- Have access to a Professional Engineer capable of stamping bypass pumping system, if requested by RWRA (PE's standard billing shall be used for invoicing).
- Have a staff qualified to deliver, set up, service, and maintain temporary pumping systems.
- Travel charges to and from RWRA locations will NOT be acceptable, billable hours shall be invoiced for time spent while at RWRA facility performing service
- RWRA reserves the right to supplement the BYPASS setup with RWRA-provided labor and materials

Safety and Protection is Critical for this Service Contract.

In addition to the General Safety Provisions associated with the Service Contract Bid Document, the following shall also apply to this service:

- A. The contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work.
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement during construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in this Section caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them

may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of RWRA or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. The contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and RWRA has issued a notice to that the Work is acceptable.

APPENDIX A - BID SCHEDULE

Bypass Service Fees and Rates:

Normal Hours Call Out Polices / Cotus Food	ć	E
Normal Hours Call-Out Delivery/Setup Fee:	\$	<i>A</i> -
After Hours Call-Out Delivery/Setup Fee:	\$	E A
Normal Hours Breakdown/Pickup Fee:	\$	E A
Normal Hours Rental Equipment	Ψ	F
Service/Maintenance Call-Out Fee:	\$	A
After Hours Rental Equipment		E
Service/Maintenance Call-Out Fee:	\$	Α
		\$/Hr Each
Normal Hours Misc. Labor Rate:	\$	Worker
		\$/Hr Each
After Hours Misc. Labor Rate:	\$	Worker
		Ε
Call-Out Admin Fee:	\$	Α
Misc./Unscheduled Material Markup %:	%	

Equipment Rental Rates:

Bid			Specificat		Daily	Weekly	Monthly
Item #	Equipment	Size	ion	Unit	Rate	Rate	Rate
1	Fuel Driven Trash/Bypass Pump	2"			\$	\$	\$
2	Fuel Driven Trash/Bypass Pump	3"			\$	\$	\$
3	Fuel Driven Trash/Bypass Pump	3			\$	\$	\$
4	Fuel Driven Trash/Bypass Pump	4"	175	TDH	\$	\$	\$
5	Fuel Driven Trash/Bypass Pump	6"	195	TDH	\$	\$	\$
6	Fuel Driven Trash/Bypass Pump	6"	150	TDH	\$	\$	\$
7	Fuel Driven Trash/Bypass Pump	6"	195	TDH	\$	\$	\$
8	Fuel Driven Trash/Bypass Pump	6"X4"	430	TDH	\$	\$	\$
9	Fuel Driven Trash/Bypass Pump	8"	300	TDH	\$	\$	\$
10	Fuel Driven Trash/Bypass Pump	10"X8"	600	TDH	\$	\$	\$
11	Fuel Driven Trash/Bypass Pump	10"X8"	220	TDH	\$	\$	\$
12	Fuel Driven Trash/Bypass Pump	12"	108	TDH	\$	\$	\$
13	Fuel Driven Trash/Bypass Pump	12"	260	TDH	\$	\$	\$
14	Fuel Driven Trash/Bypass Pump	18"	200	TDH	\$	\$	\$
15	Fuel Driven Trash/Bypass Pump	18"X16	160	TDH	\$	\$	\$
16	Pump Sound Attenuator	4"	100	IDII	\$	\$	\$
17	Pump Sound Attenuator	6"			\$	\$	\$
	'						
18	Pump Sound Attenuator	8"			\$	\$	\$

							1
19	Hydraulic Driven Pump	4"	130	TDH	\$	\$	\$
20	Hydraulic Driven Pump	6"	130	TDH	\$	\$	\$
21	Hydraulic Driven Pump	6"	130	TDH	\$	\$	\$
22	Hydraulic Driven Pump	8"	75	TDH	\$	\$	\$
23	Hydraulic Driven Pump	8"	140	TDH	\$	\$	\$
24	Hydraulic Driven Pump	8"	240	TDH	\$	\$	\$
25	Hydraulic Driven Pump	12"	100	TDH	\$	\$	\$
		ell.	Self-				
26	Fuel Driven Wellpoint Pump	6"	Priming Self-		\$	\$	\$
27	Fuel Driven Wellpoint Pump	8"	Priming		\$	\$	\$
28	Pump Floats			ea	\$	\$	\$
		Peristal		- 16.	_		
29	Chemical Feed/Metering Pump	tic	>30	Gal/Hr	\$	\$	\$
	500 Gal Capacity Fuel Tank w/ 12v						
30	Electric Pump				\$	\$	\$
	Trailer/Wheel Mounted Deisel				_	_	
31	Generator Trailer/Wheel Mounted Deisel		100	KW	\$	\$	\$
32	Generator		250	KW	\$	\$	\$
33	Suction/Discharge Hose - Strainer	2"			\$	\$	\$
34	Suction/Discharge Hose - Strainer	3"			\$	\$	\$
35	Suction/Discharge Hose - Strainer	4"			\$	\$	\$
36	Suction/Discharge Hose - Strainer	6"			\$	\$	\$
37	Suction/Discharge Hose - Strainer	8"			\$	\$	\$
38	Suction/Discharge Hose - Strainer	12"			\$	\$	\$
39	Black Water Suction Hose	2"x10'					
40	Black Water Suction Hose	3"x10'					
41	Black Water Suction Hose	4"x10'					
42							
42	Black Water Suction Hose	6"x10'					
43	Black Water Suction Hose	8"x10'					
	Black Water Suction Hose Black Water Suction Hose	8"x10' 12"x10'		Fitting/Coup			
43	Black Water Suction Hose	8"x10'	Cam Lock	lers	\$	\$	\$
43 44 45	Black Water Suction Hose Black Water Suction Hose PVC/Nitrile Heavy Duty Lay Flat	8"x10' 12"x10' 2"x50'		lers Fitting/Coup			
43	Black Water Suction Hose Black Water Suction Hose PVC/Nitrile Heavy Duty Lay Flat PVC/Nitrile Heavy Duty Lay Flat	8"x10' 12"x10'	Cam Lock	lers	\$	\$	\$
43 44 45	Black Water Suction Hose Black Water Suction Hose PVC/Nitrile Heavy Duty Lay Flat	8"x10' 12"x10' 2"x50'		lers Fitting/Coup lers Fitting/Coup lers			
43 44 45 46 47	Black Water Suction Hose Black Water Suction Hose PVC/Nitrile Heavy Duty Lay Flat PVC/Nitrile Heavy Duty Lay Flat PVC/Nitrile Heavy Duty Lay Flat	8"x10' 12"x10' 2"x50' 3"x50' 4"x50'	Cam Lock Bauer	lers Fitting/Coup lers Fitting/Coup lers Fitting/Coup	\$	\$	\$
43 44 45 46	Black Water Suction Hose Black Water Suction Hose PVC/Nitrile Heavy Duty Lay Flat PVC/Nitrile Heavy Duty Lay Flat	8"x10' 12"x10' 2"x50' 3"x50'	Cam Lock	lers Fitting/Coup lers Fitting/Coup lers	\$	\$	\$

				Fitting/Coup		
50	PVC/Nitrile Heavy Duty Lay Flat	12"x25'	Bauer	lers	\$ \$	\$
51	Bypass Piping - HDPE SDR17	8"x20'			\$ \$	\$
52	Bypass Piping - HDPE SDR17	12"x20'			\$ \$	\$
53	Bypass Piping - HDPE SDR17	18"x1'			\$ \$	\$
54	Bypass Piping - HDPE SDR17	24"x1'			\$ \$	\$
55	Bypass Piping - HDPE SDR17	30"x1'			\$ \$	\$
56	Bypass Piping - HDPE SDR17	36"x1'			\$ \$	\$
57	HDPE Weld/Fusion Services			Man Hour	\$ \$	\$
58	HDPE Fusion Machine/Rollers Charge			Day	\$ \$	\$
59	Steel Road Crossing	8"			\$ \$	\$
60	Steel Road Crossing	12"			\$ \$	\$
	Pneumatic Sewer Plug w/ Rope, Air					
61	Gauge Pneumatic Sewer Plug w/ Rope, Air	4"			\$ \$	\$
62	Gauge	8"			\$ \$	\$
	Pneumatic Sewer Plug w/ Rope, Air					
63	Gauge Pneumatic Sewer Plug w/ Rope, Air	12"			\$ \$	\$
64	Gauge	18"			\$ \$	\$
_	Pneumatic Sewer Plug w/ Rope, Air	- "				
65	Gauge Pneumatic Sewer Plug w/ Rope, Air	24"			\$ \$	\$
66	Gauge	30"			\$ \$	\$
	Pneumatic Sewer Plug w/ Rope, Air					
67	Gauge Pneumatic Sewer Plug w/ Rope, Air	36"			\$ \$	\$
68	Gauge	48"			\$ \$	\$
69	Gate Valve	3"			\$ \$	\$
70	Gate Valve	4"			\$ \$	\$
71	Gate Valve	6"			\$ \$	\$
72	Gate Valve	8"			\$ \$	\$
73	Gate Valve	12"			\$ \$	\$
74	Gate Valve	18"			\$ \$	\$
75	Gate Valve	24"			\$ \$	\$
76	Check Valve	3"			\$ \$	\$
77	Check Valve	5 4"			\$ \$	\$
		6"			\$ \$	\$
78	Check Valve	8"				
79	Check Valve				\$ \$	\$
80	Check Valve	12"			\$ \$	\$
81	Check Valve	18"			\$ \$	\$

82	Check Valve	24"	\$ \$	\$
83	Bauer Wye	4"	\$ \$	\$
84	Bauer Wye	6"	\$ \$	\$
85	Bauer Wye	8"	\$ \$	\$
86	Bauer Wye	12"	\$ \$	\$
87	HDPE Wye	12"	\$ \$	\$
88	HDPE Wye	18"	\$ \$	\$
89	HDPE Wye	24"	\$ \$	\$
90	HDPE Wye	30"	\$ \$	\$
91	HDPE Wye	36"	\$ \$	\$
92	Bauer 45 or 90 Elbow	4"	\$ \$	\$
93	Bauer 45 or 90 Elbow	6"	\$ \$	\$
94	Bauer 45 or 90 Elbow	8"	\$ \$	\$
95	Bauer 45 or 90 Elbow	12"	\$ \$	\$
96	HDPE 45 or 90 Elbow	12"	\$ \$	\$
97	HDPE 45 or 90 Elbow	18"	\$ \$	\$
98	HDPE 45 or 90 Elbow	24"	\$ \$	\$
99	HDPE 45 or 90 Elbow	30"	\$ \$	\$
100	HDPE 45 or 90 Elbow	36"	\$ \$	\$
	Bid Total:		\$ \$	\$