

INVITATION TO BID ERIDA Dolphins Project

“The Eddyville Riverport and Industrial Development Authority (hereinafter “ERIDA”) is seeking bids for a riverport infrastructure project. The proposed project will consist of the installation of four (4) mooring dolphins within the natural bay of the Eddyville Riverport, located along river mile 43 on the Cumberland River/Barkley Lake. Each dolphin will consist of a 30" diameter plumb pile with horizontal bracing and 30" diameter battered piles. The steel piles are anticipated to be driven no less than 70' in depth. The project scope will encompass furnishing material, fabrication, and installation of the four (4) mooring dolphins, and furnish & installation of the marker lights. All materials, fabrication and installation shall be in accordance with the design details and specifications at the locations identified within the drawings.”

Those desiring to bid are encouraged to request an electronic copy of the Specification and Bid Document package during normal business hours, Monday –Friday 7:00am to 4:00 pm. Contact BFW Engineers at (270) 443-1995.

Bidder must be a Pre-Qualified Contractor with the Commonwealth of Kentucky Transportation Cabinet. To obtain Pre-Qualification status, bidder may contact KYTC-Construction Procurement at (502) 564-3500. Specifically, the Contractor shall be KYTC prequalified in at least one of the following work items:

**I21 FURNISH AND DRIVE PILING
I69 STEEL PIPE
J89 MARINE DRILLED SHAFTS**

A **required** site and specification meeting will be held on June 10, 2026 at 10:00 AM at the Riverport Board Office, located at 630 W. Dale Avenue, Eddyville KY 42038.

Bids will be publicly open and read aloud on Tuesday July 7, 2026, at the Riverport Board Office during the regular meeting commencing at 7:30am. Any bid received after that time will be rejected and returned unopened.

Prospective bidders shall examine the “Specifications and Bid Documents” and shall comply and conform strictly to the conditions and instructions contained therein. Questions regarding this project should be raised at the required site and specification meeting mentioned above.

Bid Security: A satisfactory Bid Bond executed by the bidder and acceptable sureties in an amount equal to **five percent (5%)** of the bid shall be submitted with each bid. Failure to submit a bid bond will result in disqualification of the bid. This Security is furnished to the Owner as a guarantee that the agreement will be executed, and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

Bonds: A Performance and a Labor and Material Payment Bond each in the amount of 100% of the Contract will be required in accordance with the Specifications.

The Riverport reserves the right to reject any and all bids in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of the Riverport.

Eddyville Riverport and Industrial Development Authority
630 W Dale Avenue
Eddyville, KY 42038
(270) 338-9671

SPECIFICATIONS AND BID DOCUMENTS

ERIDA DOLPHINS PROJECT

EDDYVILLE RIVERPORT AND INDUSTRIAL DEVELOPMENT AUTHORITY

630 W DALE AVE. EDDYVILLE, KY

MAY 2026

INFORMATION FOR BIDDERS

1. PROJECT

The Eddyville Riverport and Industrial Development Authority (hereinafter "ERIDA") is seeking bids for a Riverport Infrastructure Project. The proposed project will consist of the installation of four (4) mooring dolphins within the natural bay of the Eddyville Riverport, located along river mile 43 on the Cumberland River/Barkley Lake. Each dolphin will consist of a 30" diameter plumb pile with horizontal bracing and 30" diameter battered piles. The steel piles are anticipated to be driven no less than 70' in depth. The project scope will encompass furnishing material, fabrication, and installation of the mooring dolphins, and furnish & installation of the marker lights. All materials, fabrication and installation shall be in accordance of the design details and specifications at the locations identified within the drawings."

2. REQUIRED SITE AND SPECIFICATION MEETING / RECEIPT AND OPENING OF BIDS

A required Site and Specification meeting will be held on June 10, 2026 at 10:00 AM at the Riverport Board Office, located at 630 W. Dale Avenue, Eddyville KY 42038. Separate sealed bids shall be received at Riverport Board Office, until the time and date stated in the INVITATION TO BID. Bids that are received in the Riverport office prior to the time and date stated in the INVITATION to BID will be publicly opened and read aloud.

All bids shall be submitted in a sealed, opaque envelope clearly labeled with the name of the bidder, the address, and the words "**BID DOCUMENTS – ERIDA DOLPHINS PROJECT**" to guard against opening prior to the prescribed time set forth in the INVITATION TO BID.

3. BID SECURITY

A properly completed Satisfactory Bid Bond in an amount equal to **Five Percent (5%)** of the bid shall be submitted with each bid. No other forms of security will be accepted. A satisfactory Bid Bond shall be issued by an authorized representative of a Surety Company and shall be accompanied by a certified power of attorney dated on or before the date of bid. The Bid Bond shall include language, which assures that the bidder/principal shall give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract.

Failure to submit a Bid Bond will result in disqualification of the bid. The successful bidder's security will be retained until a contract has been signed and the required Labor and Materials Payment and Performance Bond submitted as specified. If any bidder refuses to enter into a contract, the owner will retain the Bid Bond as liquidated damages, but not as a penalty. The Bid Security of the remaining bidders will be returned as soon as practical. However, the Owner reserves the right to retain the security of the remaining bidders until 60 days after the bid opening.

4. BONDS

A Performance Bond and a Labor and Material Payment Bond each in the amount of **100%** of the Contract as awarded. The bonds shall be used as security for the faithful performance of the Contract and shall be in the form included in the specifications.

The failure of the successful bidder to supply the required Bonds within ten (10) days after the prescribed forms are presented for signature or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the contract to the next lowest responsible bidder or readvertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed provided that the amount thus due shall be limited to the amount of the Bid Bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Owner for any refund of the bid security or expense the Bidder incurred to develop the bid.

5. PREPARATION OF PROPOSAL

Each bid must be submitted description of work for the bid prices must be filled in by handwritten in ink or type written, in both words and figures. Bid prices shall include all labor, materials, removal of debris, and equipment necessary to complete the work in accordance with the bid documents. In addition, each Bidder must submit similar completed projects of the same size and job scope of this project. Bidders must provide work experience history in performing in the project in the USA.

6. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each bidder shall be familiarized with and comply with the terms and conditions of the bid documents and specifications before preparing their proposal. The submission of a proposal shall be construed as an assurance that such examination has been made and the failure of the bidder to familiarize themselves with the conditions relating to the specifications shall in no way relieve any bidder from any obligation in respect to the bid. All work for this project must follow KYTC's Standard Specifications for Roadway and Bridge Construction (Spec Book). Where applicable, all products and materials utilized on this project must be found on the Commonwealth of Kentucky Transportation Cabinet List of Approved Materials. Any special provisions, project notes, or deadlines indicating a deviation from the standards contained in the Spec Book must also be included in the Bid proposal.

7. TAX EXEMPTION

The Riverport is exempt from taxes and, for that reason; the bid price shall not include any taxes.

8. QUALIFICATIONS OF BIDDER

The Bidder's qualifications, along with all proposed sub-contractors, shall include, but not be limited to, being pre-qualified with the Kentucky Transportation Cabinet. A copy of the certificate of eligibility for the bidder and all proposed subcontractors shall be included with the bid proposal for proof of qualification. To obtain Pre-Qualification status, bidder may contact KYTC-Construction Procurement at (502) 564-3500. Specifically, the Contractor shall be KYTC prequalified in at least one of the following work items:

**I21 FURNIS AND DRIVING PILING
I69 STEEL PIPE
J89 MARINE DRILLED SHAFTS**

Bidders must be regular full-time contractors in the type of service specified. The Riverport may investigate as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all information and data for this purpose as requested by the Riverport. The Riverport reserves the right to reject any bid that such evidence submitted by, or investigation of such bidder fails to satisfy the Riverport that such bidder is properly qualified to carry out the obligations of the Bid and complete the project. Conditional bids will not be accepted.

9. ERRORS, INTERPRETATIONS AND ADDENDA

Should a bidder find any omissions, discrepancies or errors in the specifications or other Bid Documents or have doubt as to the meaning of a Specifications or other Bid Documents, the bidder should immediately notify the Riverport who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Riverport or Riverport employee shall be effective to modify any provisions of the Bid Documents.

10. METHOD OF AWARD – WEIGHTED SCORING MATRIX

Bids will be evaluated using a weighted scoring matrix for a total of 100 possible points. The Riverport reserves the right to reject any or all bids and waive informalities in accordance with applicable procurement requirements.

The contract will be awarded to the responsive and responsible bidder receiving the highest total score based on the following criteria:

1. Bid Price – 50 Points
Points for price will be awarded based on the lowest responsive bid. The lowest bid will receive the maximum points available, with higher-priced bids receiving proportionally fewer points.
2. Contractor Experience and Qualifications – 25 Points
Evaluation will consider the bidder's demonstrated experience with marine construction, pile driving, mooring dolphin installation, inland waterway construction, and similar projects of comparable size and complexity. Consideration may also be given to references, safety history, and qualifications of key personnel.
3. Project Schedule and Ability to Perform – 15 Points
Evaluation will consider the contractor's proposed schedule, ability to meet the required completion deadlines, availability of equipment and personnel, and demonstrated ability to efficiently complete marine construction projects.

4. Responsiveness and Completeness of Bid – 10 Points

Evaluation will consider completeness of the bid submission, adherence to bid requirements, acknowledgment of addenda, submission of required documentation, and overall responsiveness to the bid package.

Total Possible Points: 100

The Riverport reserves the right to request additional information, interview bidders, verify references, and evaluate the overall responsibility and capability of each bidder prior to award.

11. SUBCONTRACTORS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Bid must be acceptable to the Riverport and pre-qualified by KYTC. The approval of the proposed subcontract award cannot be given by the Riverport unless and until the successful bidder submits all information and evidence requested by the Riverport regarding the proposed Subcontractor. The bidder is required to attach such information and evidence to the bid.

12. RIGHT OF THE RIVERPORT TO TERMINATE PROJECT

In the event that any of the provisions of this Bid are violated by the Contractor, or by any of their Subcontractors, the Riverport may serve written notice of its intention to terminate the Work. Such notice shall contain the reason(s) for such intention to terminate, and the project shall cease and terminate five (5) calendar days after the serving of said notice unless satisfactory arrangements have been made to correct the violations. . In the event of such termination, the Riverport may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Riverport for any excess cost incurred by the Riverport as a result of such termination.

13. PAYMENTS

Invoices shall be furnished to the Riverport for verification and approval of the amount due to the Contractor. Invoices are to be supported for materials, equipment, and supplies with the manufacturers cost less any and all discounts afforded to the Contractor or Subcontractor. Payments of invoices will follow KYTC procedures. Final payment will not be made until final acceptance by the Riverport of the entire portion of the Contractor's work. The Contractor agrees to indemnify and hold harmless the Riverport for any and all claims growing out of the lawful demands of subcontractors, laborers, suppliers, and assignees.

14. SAFETY AND ENVIRONMENTAL

The Contractor shall perform all work in accordance with any and all U.S. Federal, State of Kentucky, Local (Eddyville and Lyon County) safety and environmental laws and regulations including but not limited to Department of Labor, Office of Safety and Health Administration, U.S. Coast Guard, and Environmental Protection Agency. The Contractor will hold the Riverport harmless for any and all fines for non-compliance whatsoever.

15. WARRANTIES

Contractor shall extend all manufacturers' warranties on materials, equipment, and supplies to the Riverport. In addition, the Contractor must provide a workmanship warranty on work conducted under the supervision of the Contractor. Should inadequate workmanship under the supervision of the Contractor result in damage to Riverport property including but not limited to equipment, and/or materials, or supplies of the work, the Contractor shall be held liable for restoring said damage to a workable condition acceptable by the Riverport.

16. AFFIDAVITS

Bidders are required to complete the following affidavits and submit those with their bids:

1. Annual Affidavit for Bidders, Offerors, and Contractors
2. Affidavit for Bidders Claiming Resident Bidder Status AND/OR Affidavit for Bidders Claiming Qualified Bidder Status
3. Affidavit Regarding Subcontractors
4. Affidavit Regarding Illegal Immigrants

17. OPEN RECORDS

All bids and accompanying documents submitted to the Riverport are subject to public disclosure pursuant to Kentucky's Open Records Act as codified in KRS 61.870, et seq. An exception may be made for "confidential or proprietary" records which, if disclosed, would permit an unfair commercial advantage to competitors.

If a bid contains information that constitutes "confidential or proprietary" records, all materials that qualify for exemption from Kentucky's Open Records Act must be submitted in a separate envelope, clearly identified as "CONFIDENTIAL OR PROPRIETARY RECORDS EXEMPTION", with Contractor's name, address, date, and Project title: ERIDA DOLPHINS PROJECT on the outside.

Please be aware that any person may challenge the designation of an item as exempt from Kentucky's Open Records Act in court. By designating material as exempt from Kentucky's Open Records Act, Contractor agrees to hold harmless the Riverport for any award to a plaintiff for damages, costs or attorney's fees and to indemnify the Riverport for costs and attorney's fees incurred by reason of any legal action challenging your claim.

18. INDEPENDENT CONTRACTOR STATUS

Contractor shall retain and exercise the authority and right to direct and control the manner in which all work is to be performed, subject to the Bid Documents. The Riverport shall have no right or authority to supervise, instruct, or give orders to any of Contractor's employees, subcontractors, or agents and all such persons shall remain under Contractor's direct and sole supervision and control at all times. It is the express understanding and intention of the parties that Contractor shall act as an Independent Contractor at all times, that no relationship of master and servant or principal and agent shall exist between the Riverport and any employees, agents, or representatives of Contractor, and that all work or services to be provided hereunder shall be performed at the sole risk of Contractor. Contractor agrees that any and all work or services performed or rendered under the Lease shall meet with the approval of the Riverport or its designated representative who shall be entitled to inspect as necessary to ensure such results.

General Conditions

The Riverport Director or assigned designee shall be the Contractor's direct contact during the work progress.

The Contractor shall employ legal, honest and responsible employees, skilled in the task(s) assigned to them. The Contractor is required to check in with the Riverport Director or assigned designee on a daily basis to discuss work area and ensure the section assigned for work is properly tagged and "Locked Out" for safety. Contractor's personnel under its supervision, direct or indirect, are only allowed in the assigned work area of the Riverport property.

All work shall be completed in a professional workmanlike manner in strict accordance with the Bid Document.

The Riverport reserves the right to establish the order of priority for the project and delete any portion of the work upon notification to the Contractor.

Insurance Requirements

All Contractors and Subcontractors performing work at or on behalf of the Eddyville Riverport & Industrial Development Authority (the "Riverport") must comply with the insurance requirements set forth below. These requirements apply to all tiers of contracting. Before commencing work, the Contractor and each Subcontractor must obtain and maintain the required coverages for the duration of the contract.

- A. All insurance policies must name the Eddyville Riverport & Industrial Development Authority, its parents, subsidiaries, and affiliates as Additional Insureds; all policies must be primary and non-contributory to any other insurance available to the Riverport. Insurance policies must include a Waiver of Subrogation in favor of the Riverport. Insurance policies must be placed with financially responsible insurance companies authorized to do business in the Commonwealth of Kentucky.
- B. Certificates of Insurance must be delivered to the Riverport Director's office prior to the commencement of any work. Each certificate must include a provision stating that the Riverport will receive a minimum of thirty (30) days' advance written notice by registered mail of any modification, change, termination, cancellation, or expiration of coverage. In cases of cancellation due to non-payment, a 10-day notice period may apply, and contractors are responsible for confirming endorsement language with their insurance carrier. Renewal certificates must also be submitted no later than sixty (60) days prior to the policy expiration date. The insurance required herein shall be no less protective of the Riverport than it is of the Contractor or Subcontractor. Any and all subcontractors must maintain insurance in compliance with the Riverport Insurance requirements including but not limited to naming and waiver provision.
- C. The Contractor is responsible for ensuring that all Subcontractors, invitees, and other parties performing work on the project maintain the same insurance coverage, limits, and naming and waiver provisions required under this Article, unless the Contractor's own policy provides coverage for the Subcontractor's activities on the project. The cost of obtaining and maintaining all required insurance shall be the sole responsibility of the Contractor.
- D. Coverage Requirements

1. Workers' Compensation and Employer's Liability

Workers' Compensation: Statutory limits as required under applicable Kentucky and federal law.

Employer's Liability: Each Accident: \$1,000,000; Policy Limit: \$1,000,000; Each Employee: \$1,000,000

Additional Requirements: The Employer's Liability policy shall not contain an exclusion for occupational disease. For work performed on or near navigable waterways, the policy must be endorsed to provide coverage under the United States Longshore and Harbor Workers' Compensation Act (USL&H) to statutory limits. For work performed aboard vessels of any description, coverage must include Maritime Employer's Liability (MEL) with coverage for wages, maintenance, and cure, including Jones Act coverage. In lieu of MEL, the Contractor may maintain a separate Protection and Indemnity (P&I) policy with Jones Act coverage. All maritime coverage must contain a provision to treat claims filed in rem as in persona.

A Waiver of Subrogation in favor of the Riverport is required on all Workers' Compensation and Employer's Liability coverages.

2. Commercial General Liability

Coverage must be written on an occurrence basis using ISO CG 0001 or its equivalent and must include, at minimum, the following: Premises and Operations; Products and Completed Operations; Contractual Liability; Independent Contractors; Explosion, Collapse, and Underground Hazards (XCU); Pollution Liability (included within CGL or as a scheduled endorsement); Broad Form Property Damage; Personal and Advertising Injury

Minimum Limits: Each Occurrence: \$1,000,000

General Annual Aggregate: \$2,000,000

Products / Completed Operations Aggregate: \$2,000,000

Products and Completed Operations coverage must be maintained for a minimum of three (3) years following final completion of the work. Certificates evidencing continuation of this coverage must be provided to the Riverport upon request during this period.

3. Commercial Automobile Liability

Coverage must apply to any auto, including owned, hired, and non-owned vehicles, and must include bodily injury liability, property damage liability, and personal injury liability.

Minimum Limit: Combined Single Limit (Each Occurrence): \$1,000,000

Additional Insured status, primary and non-contributory coverage, and Waiver of Subrogation in favor of the Riverport are required on this policy.

4. Pollution Legal Liability

Coverage must include, at minimum: third-party bodily injury and property damage arising from a pollution condition at, on, or migrating from the premises; cleanup and remediation costs; defense costs; and transportation and off-site disposal of hazardous materials.

Minimum Limits:

Each Occurrence: \$1,000,000

Annual Aggregate: \$2,000,000

Coverage Form Requirements:

Claims-Made Basis: The retroactive date must be no later than the date the Contractor first occupied or commenced work on the premises. An Extended Reporting Period (tail) of not less than five (5) years, or the applicable statute of repose in the jurisdiction where the premises is located, whichever is greater, is required upon expiration or cancellation of the policy.

Occurrence Basis: The policy must not contain a sunset clause.

5. Commercial Umbrella / Excess Liability

Umbrella or excess liability coverage must sit above the Commercial General Liability, Commercial Automobile Liability, and Employer's Liability policies.

Minimum Limit:

Each Occurrence / Aggregate: \$5,000,000

The Umbrella policy must include as insureds all entities that are Additional Insureds on the underlying Commercial General Liability policy.

Umbrella coverage for Additional Insureds must apply on a primary and non-contributory basis before any other insurance or self-insurance maintained by or available to the Additional Insured, other than the underlying CGL, Auto Liability, and Employer's Liability policies maintained by the Contractor.

For projects involving watercraft, vessel operations, or work performed aboard vessels, a Bumbershoot policy may be required in lieu of or in addition to a standard commercial umbrella. A standard commercial umbrella will not follow form over marine liability underlying coverages. Please confirm with the Riverport Director whether a Bumbershoot is required for the scope of work being performed.

No insurance required or provided under this Article shall in any way relieve the Contractor or any Subcontractor of, or diminish, any of their responsibilities, obligations, or liabilities under the contract. The Riverport reserves the right to require evidence of any coverage described herein at any time during the term of the contract.

Questions regarding these requirements should be directed to the Riverport Director's office prior to bid submission.

Riverport Infrastructure Project Provisions

1. SCOPE OF THE PROJECT

The work to be completed under this Bid shall include but not be limited to the following:

“The Eddyville Riverport and Industrial Development Authority (hereinafter “ERIDA”) is seeking bids for a riverport infrastructure project. The proposed project will consist of the installation of four (4) mooring dolphins within the natural bay of the Eddyville Riverport, located along river mile 43 on the Cumberland River/Barkley Lake. Each dolphin will consist of a 30" diameter plumb pile with horizontal bracing and 30" diameter battered piles. The steel piles are anticipated to be driven no less than 70' in depth. The project scope will encompass furnishing material, fabrication, and installation of the four (4) mooring dolphins, and furnish & installation of the marker lights. All materials, fabrication and installation shall be in accordance of the design details and specifications at the locations identified within the drawings.”

Contractor shall protect all surrounding areas during the course of construction. Contractor shall conduct demolition and debris removal with minimum interference and shall not allow demolished materials to accumulate on site. All demolition and construction debris shall be hauled off-site and disposed on in a legal matter, all hauling and disposal fees shall be the responsibility of the contractor with no additional to the owner. **A full set of site plans can be viewed at BFW's office, located at 2301 McCracken Blvd., Paducah, KY 42001**

2. PROJECT BID PRICES

It is the intent of this bid proposal to establish unit prices for the various components of the Project which unit prices shall include full compensation for all administrative cost, overhead, insurance and bonding cost, labor supervision, materials, supplies, transportation, tools, equipment, and for performing all work in connection with and reasonably associated with the designated item of work, complete in place, as directed and as described in the specifications.

The Project shall be under the care and control of the Contractor during any part of the operation until such time as it is completed and accepted by the Riverport Director or a designee. The Contractor shall be responsible for well and faithfully performing all work assignments as directed; for the means and method of the project, all cost arising from the nature of work or for any unforeseen difficulties which may be encountered during the performance of the work; and for all losses or damage from the action of the elements during the performance of the work. The various unit prices shall be full compensation or all cost of the project while under the care and control of the Contractor.

3. BONDS

Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

4. DURATION OF THE BID PRICES

It is specifically understood that the bid prices established in this proposal shall remain in full force until the completion of the project.

5. SCHEDULE AND TIME OF COMPLETION

The Contractor shall commence work no later than July 27, 2026, and shall achieve Substantial Completion by November 30, 2026, subject to weather conditions, river conditions, water levels, and other conditions beyond the Contractor's reasonable control. Final Completion of the Project shall be achieved no later than December 15, 2026.

6. LIQUIDATED DAMAGES

The Contractor will proceed with the work at a rate of progress to fully complete the assignment within the established allowable period time by both parties. It is expressly understood and agreed by the Riverport and Contractor that the established time for completion of work is reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor or Subcontractor(s) fails to complete the work within the established time of completion, or extension of time granted by the Riverport, then the Contractor and their sureties shall be liable for and pay to the Riverport for each and every calendar day in default until full completion of the assignment a sum of Seven Hundred and Fifty U.S. Dollars (\$750.00). This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages, which the Riverport will suffer by reason of such default. Time being of the essence of this Project, and a material consideration thereof is required.

The Riverport shall have the right to deduct the amount of any such damages from any monies due to Contractor.

7. INDEMNITY CLAUSE

The Contractor and Subcontractor(s) shall, at all times, indemnify and save harmless the Riverport, the Riverport Board of Directors, officers, employees, and agents from and against all loss and expense (including attorney's fees) by reason of liability imposed by law upon the Riverport or the Riverport Board of Directors, officers, employees and agents because of bodily injury, including death at any time resulting from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the work on the Project, whether such injury to person or persons or damage to property is due or claimed to be due to the negligence of the Contractor, their Subcontractor, the Riverport, the Riverport Board of Directors, officers, employees and agents, except only such injury or damage as be determined by a court of law to be caused by the sole negligence of the Riverport, Riverport Board of Directors, officers, employees or agent.

8. DRAWINGS

The drawings furnished by BFW Engineers are for reference only.

9. SAFETY

The Contractor shall perform all work in accordance with U.S. Federal, State of Kentucky, Local (Eddyville and Lyon County) safety and environmental laws and regulations including but not limited to Department of Labor, Office of Safety and Health Administration, Army Corp of Engineers, U.S. Coast Guard, and Environmental Protection Agency. The Contractor will hold the Riverport harmless for any and all fines for

non-compliance whatsoever.

10. PERMITS and FEES

Contractor shall, at their sole expense, secure or obtain all necessary State, Local, and Federal permits or licenses required to operate and contract as a Contractor. The Riverport warrants that all necessary permits for the local Planning, Zoning and/or Inland Wetlands Agencies have been obtained.

11. OFF-SITE DISPOSAL

The Contractor or Subcontractor that removes any and all material must properly dispose of said materials from the Riverport property during each assignment. The Contractor or Subcontractor must obtain a written agreement from the property owner at the disposal site. This written agreement shall contain a clause specifically stating that the Eddyville Riverport and Industrial Development Authority is not a party in the agreement and is not liable to ensure that its provisions are fulfilled and said agreement shall be submitted to the Riverport for approval and save the Riverport harmless from any and all liability and loss from any claims, suit, or action from said agreement.

SECTION 051200

STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes structural steel. The work covered by this Section shall include all labor, material, equipment, permits, engineering and other services necessary for the fabrication and installation of structural steel and related work, complete, in accordance with the drawings and as specified herein.

1.2 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show fabrication of structural-steel components. The Contractor shall produce and submit Shop and Erection Drawings for the fabrication and erection of the Structural Steel and is responsible for the transfer of information from the Contract Documents into accurate and complete Shop and Erection Drawings and the development of accurate, detailed dimensional information to provide for the fit-up of parts in the field. The Contractor shall neither use nor reproduce any part of the Contract Documents as part of the Shop or Erection Drawings. Submitted shop drawings shall include layouts and details for each member showing the steel type and grade, size, connections, cuts, copes, holes, bolts, welds, surface treatments (cleaning, shop paint, etc.) and provisions for the connection of other work. Steel type, grade and size for all attached elements shall also be shown.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and Fabricator.
- B. Welding certificates.
- C. Mill test reports for structural steel, including chemical and physical properties.
- D. Source quality-control reports.

- E. Field quality-control and special inspection reports.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: The Fabricator shall have 10 years of comparable experience in installations of this type and shall employ labor and supervisory personnel familiar with the type of installation, experienced in fabrication and erection of structural steel for projects of similar size and complexity. At the time of bid the Fabricator shall be AISC certified to the Standard for Steel Building Structures (STD) and must submit proof of these qualifications. The Fabricator's qualifications shall be subject to review by the Design Professionals and Owner.
 - 1. Fabricators without AISC Certification will be responsible to pay all costs associated for a third party inspector to monitor the work in their shop. Prior approval of the third party inspector is required by the architect and engineer.
- B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE. The Installer shall have 10 years of successful experience erecting structural steel for structures of this type and complexity in the region of the project.
- C. The Contractor's Engineer(s) shall be qualified to perform the type of work required by the project. The Engineer(s) shall be a Licensed Structural Engineer(s) in the State of the project. The Contractor's Engineer(s) shall have 10 years of experience being in responsible charge of work of this nature. The proposed Engineer(s) shall be subject to approval of Design Professionals and Owner.
- D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- E. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303. 2. AISC 360.
- F. Preinstallation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Moment Connections: Type FR, fully restrained.

2.2 STRUCTURAL-STEEL MATERIALS

- A. Plate and Bar: ASTM A 36/A 36M.
- B. Cold-Formed Hollow Structural Sections: ASTM A 500/A 500M, Grade C, structural tubing.

- C. Welding Electrodes: Comply with AWS requirements.

2.3 SHOP PRIMING

- A. Shop primer steel surfaces except at the following locations:
 - 1. Surfaces to be field welded
 - 2. Surfaces that will be embedded in soil
- B. Surface preparation of steel: Clean surfaces to be primed. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces in accordance with the following specifications and standards:
 - 1. SSPC-SP 2.
- C. Immediately after surface preparation, apply primer in accordance with manufacturer's written instruction and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

2.4 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.
- B. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.

2.5 SHOP CONNECTIONS

- A. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

2.6 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.
 - 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Correct deficiencies in work that test reports and inspections indicate does not comply with the Contract Documents.
- C. Welded Connections: Visually inspect shop-welded connections according to

AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:

1. Liquid Penetrant Inspection: ASTM E 165.
2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
3. Ultrasonic Inspection: ASTM E 164.
4. Radiographic Inspection: ASTM E 94. D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

3.3 FIELD CONNECTIONS

- A. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
 2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," for mill material.

3.4 TEMPORARY SUPPORT OF STRUCTURAL STEEL FRAME

- A. The structure as shown on the Contract Documents is designed to withstand the design loads only when all structural elements are installed and fully connected. The contractor shall be responsible for the analysis of all components and assemblies for stresses and displacements that may be imposed by fabrication,

shipping, handling, erection, temporary conditions, construction loads, etc. The analysis of such shall be performed by the Contractor's Engineer.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Verify structural-steel materials and inspect steel frame joint details.
 - 2. Verify weld materials and inspect welds.
 - 3. Verify connection materials and inspect high-strength bolted connections.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- C. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.
 - 1. In addition to visual inspection, test and inspect field welds according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.

END OF SECTION 051200

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal ladders.

1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Fasteners.
 - 2. Shop primers.
 - 3. Manufactured metal ladders.
- B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
- C. Delegated Design Submittals: For ladders, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design ladders.

2.2 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- C. Stainless Steel Bars and Shapes: ASTM A276/A276M, Type 304.
- D. Rolled-Steel Floor Plate: ASTM A786/A786M, rolled from plate complying with ASTM A36/A36M or ASTM A283/A283M, Grade C or D. E. Rolled-Stainless Steel Floor Plate: ASTM A793.
- F. Abrasive-Surface Floor Plate: Steel plate with abrasive granules rolled into surface or with abrasive material metallurgically bonded to steel.
- G. Steel Pipe: ASTM A53/A53M, Standard Weight (Schedule 40) unless otherwise indicated.

2.3 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
1. Provide stainless steel fasteners for fastening stainless steel.
 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless steel bolts, ASTM F593 (ISO 3506-1), and nuts, ASTM F594 (ASTM F836M).

2.4 MISCELLANEOUS MATERIALS

- A. Shop Primers: Provide primers that comply with Section 099113 "Exterior Painting,"
- B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
1. Use primer that contains pigments that make it easily distinguishable from zinc-rich primer.
- C. Water-Based Primer: Emulsion type, anticorrosive primer for mildly corrosive environments that is resistant to flash rusting when applied to cleaned steel, complying with MPI#107 and compatible with topcoat.
- D. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- E. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
- F. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

2.5 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

2.6 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

2.7 METAL LADDERS

- A. General:

1. Comply with ANSI A14.3. B. Steel Ladders:

1. Space siderails 18 inches apart unless otherwise indicated.
2. Siderails: Continuous, 1/2-by-2-1/2-inch steel flat bars, with eased edges.
3. Rungs: 1-inch- (25-mm-) diameter 1-inch- (25-mm-) square, steel bars.
4. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
5. Provide nonslip surfaces on top of each rung.
6. Galvanize Ladders, including brackets.

2.8 GENERAL FINISH REQUIREMENTS

- A. Finish metal fabrications after assembly.

2.9 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A153/A153M for steel and iron hardware and with ASTM A123/A123M for other steel and iron products.
1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
 2. Galvanized-Steel Items: SSPC-SP 16, "Brush-off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals."

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections. C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

3.2 INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

- A. Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

3.3 INSTALLATION OF METAL LADDERS

- A. Secure ladders to adjacent construction with the clip angles attached to the stringer.
- B. Install brackets as required for securing of ladders welded or bolted to structural steel or built into masonry or concrete.

3.4 REPAIRS

- A. Touchup Painting:
 - 1. Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION 055000



**Required Affidavit for Bidders, Offerors
and Contractors
(KRS 45A.110 & 45A.115)**

Affidavit Effective for One (1) Year from Date of Execution

Instructions: Pursuant to [KRS 45A.110](#) and [45A.115](#), a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

Attestation

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

Signature

Printed Name

Title

Date

Bidder or Offeror Name: _____

Address: _____

Commonwealth of Kentucky Vendor Code (If known): _____

Subscribed and sworn to before me this ____ day of _____, _____.

State of: _____ Notary: _____

County of: _____ My Commission Expires: _____

Solicitation/Contract #: _____

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

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

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

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____

(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

Qualified Bidder Status

Solicitation/Contract #: _____

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

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

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

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

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____

(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

Attachment C REQUIRED AFFIDAVIT REGARDING SUBCONTRACTORS

I agree to fully provide any and all subcontracts used throughout the duration of any resulting contract a full copy of applicable prevailing wage rates and a copy of the contract terms and conditions. Furthermore, I understand that as the primary contractor I am fully responsible for any and all actions taken by my subcontractors.

_____ SIGNATURE	_____ Printed Name
_____ Title	_____ Date
Company Name	_____
Address	_____
Phone Number	Email Address _____

List planned subcontractors and their contact information below. If more space is needed you may provide the information on a separate sheet. If subcontractors are not known prior to bid closing, but are utilized after award, the contractor shall provide the subcontractor's information to the contract's buyer of record prior to use of the subcontractor. Failure to do so may result in cancellation of the contract.

Subcontractor 1:

Company Name	_____
Address	_____
Phone Number	Email Address _____

Subcontractor 2:

Company Name	_____
Address	_____
Phone Number	Email Address _____

Subscribed and sworn to before me by _____, _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary]

My commission expires: _____

REQUIRED AFFIDAVIT REGARDING CONTRACTOR & SUBCONTRACTOR EMPLOYEES

Illegal Immigrants

1. The Commonwealth of Kentucky prohibits contracting with firms that utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the Commonwealth. Additionally, such firms may not contract with any sub-contractor who utilizes the services of illegal immigrants.

2. By signing below the bidder agrees that:

- a. The firm does not utilize the services of illegal immigrants in the performance of contracts,
- b. The firm agrees that the Commonwealth may conduct random checks of personnel records as it pertains to this issue, and
- c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally, violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

I have fully informed myself regarding the accuracy of the statements made above.

SIGNATURE

Printed Name

Title

Date

Company Name

Address

Phone Number

Email Address

Subscribed and sworn to before me by _____, _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary]

My commission expires: _____