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JUN 16 2015

PUBLIC SERVICE
COMMISSION

June 16, 2015

Mr. Jeff Derouen, Executive Director
Public Service Commission
211 Sower BLVD
Frankfort, Kentucky 40602-0615

RE: Southern Water & Sewer District PSC Application
Case No. 2015-00192


Dear Mr. Derouen:

Enclosed please find a set of plans and specification (hard copy) and a CD with pdf copies of the plans and specifications for the above mentioned Case No. 2015-00192.

If you have any questions or need additional information please contact me at your convenience.

Sincerely,

KENTUCKY ENGINEERING GROUP, PLLC



Matthew R. Curtis, PE
Project Engineer

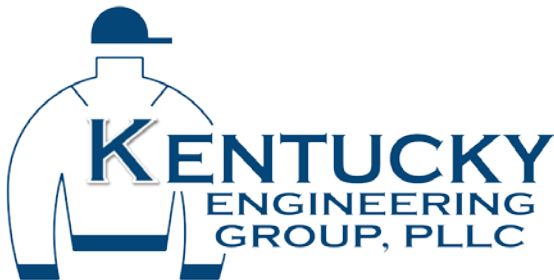
c: Mr. Thomas Fern, USDA RD State Director
Mr. Douglas Hoff, USDA RD Morehead
Mr. Dean Hall, Southern Water & Sewer District
Ralph H. Stevens, Local Counsel
Randy Jones, Bond Counsel
File w/enclosures

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Versailles, Kentucky 40383
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www.kyengr.com

CONTRACT DOCUMENTS and SPECIFICATIONS

ALLEN TO MARTIN
WATER TRANSMISSION MAIN
FOR THE
SOUTHERN WATER AND SEWER
DISTRICT

McDowell, Kentucky



Kentucky Engineering Group, PLLC

P.O. Box 1034

Versailles, Kentucky 40383

September, 2013

KEG Project No. 11007

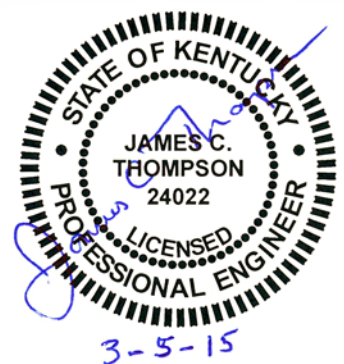


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SECTION 00010
ADVERTISEMENT FOR BIDS

Southern Water and Sewer District
245 KY Route 680
McDowell, Kentucky 41647

Separate sealed Bids for the construction of approximately 17,500 linear feet (LF) of 12-inch, 6-inch, 4-inch, 3-inch and 2-inch water main and all related appurtenances as shown on the DRAWINGS and described in the SPECIFICATIONS will be received by Southern Water and Sewer District at the office of Southern Water and Sewer District at 245 KY Route 680, McDowell, Kentucky 41647 until 2:00 p.m., (EST Local Time) March 23, 2015(year), and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

KENTUCKY ENGINEERING GROUP, PLLC., PO Box 1034, Versailles, Kentucky 40383
Phone: 859.251.4127

Southern Water and Sewer District, 245 KY Route 680, McDowell, Kentucky 41647
Phone: 606.377.9296

Copies of the Contract Documents may be obtained from Kentucky Engineering Group, PLLC, 161 North Locust Street, Versailles, Kentucky 40383, Phone number 859.251.4127, upon receipt of a non-refundable amount of \$300.00 for each complete set of documents.

All bids must be made on required Bid Form and must be fully completed and executed with original signatures and corporate seals. All bidders must be listed as plan holder by the plan distributor..

The contract is being funded by USDA-Rural Development. The Federal Davis-Bacon Act and State Prevailing Wage Rates are applicable to this project.

Bidders must comply with President's Executive Orders No. 11246 and No. 11375 and any amendments or supplements to those Executive Orders. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246.

Bidders must certify they do not and will not maintain or provide for their employees any facilities that are segregated or based on race, color, creed or national origin. Bidders must comply with 41 CFR 60-4 in regard to affirmative action and to insure equal opportunity to females and minorities, and all that are applicable. Minorities and small businesses are encouraged to submit bids on this project.

The Southern Water and Sewer District, reserves the right to waive any bidding informalities and to reject any or all bids, for any reason. The right is reserved by the Owner, in the exercise of its sole judgment to reject any or all Bids, and to re-advertise and award the Contract in the regular manner or to waive any informalities, irregularities, mistakes, errors, or omissions in any Bid received and to accept any Bid deemed to be responsive to this invitation and favorable to interests of the Owner.

The sealed bid for this project shall be clearly marked on the outside of the envelope: "Sealed Bid for **Allen to Martin Water Transmission Main**" for the Southern Water and Sewer District,

Kentucky. The bid may be mailed to: Southern Water and Sewer District, 245 KY Route 680, McDowell, Kentucky 41647. A certified check or Bid Bond payable to the Southern Water and Sewer District in the amount of five (5) percent of the Bid shall accompany the Bid.

Paula Johnson, Chairperson

Date: March 6, 2015

Southern Water & Sewer District

SECTION 00100
Instructions to Bidders
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ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions, appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

- 4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, other related data identified in the Bidding Documents, and any Addenda;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
 - E. Obtain and carefully study (or accept consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the bidding;
 - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all

conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.01 A pre-Bid conference will be held for this project at Southern Water & Sewer District's office located at 245 KY Route 680, McDowell, Kentucky 41647 on March 17, 2015 at 11:00 am locally time.

ARTICLE 6 - SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easement for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 % of Bidder's maximum Bid price and in the form of a certified check or a Bid bond (EJCDC No. C-430, 2002 Edition) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The number of days within which, or the date by which, the Work is to be substantially completed. Upon substantial completion, if necessary, a date for final completion and payment should be determined between the Owner, Contractor, and Engineer based on remaining work, market, and weather conditions.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Engineer as a substitute or equal until after the bids have been opened and the contract has been awarded. The burden of proof of the merit of the proposed item, and cost for review of a proposed substitute item, is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. Bidders shall not rely upon approvals made in any other manner. Any reduction made in contract price due to approval of a substitute item or equal, will be subtracted from the bidders contract and placed into contingency funds for the project.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each UNIT PRICE ITEM listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. If required by State where work is to be performed, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporation business address and state of incorporation shall be provided on the Bid Form.

- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The business address of the partnership shall be provided on the Bid Form.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the business address of the firm must be provided on the Bid Form.
- 13.06 A Bid by an individual shall show the Bidder's name and business address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The business address of the joint venture must be provided on the Bid Form.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 13.10 The address and telephone number for communication regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARSION OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 Bid Form is to be completed and submitted with all the attachments required.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for

the opening of Bids.

- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bid.

ARTICLE 17 - OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for 90 days.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest in price and in the best interest of the Owner by considering other factors such as work history, recommendations, etc... In cases where the low bidder is not awarded the contract, submit an explanation of the selection process used, along with the recommendation for award, in order for all bidding requirements to be met for RD to concur in award of contract.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

- 21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.
- 21.02 This Contract is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Development (RD). Refer to Article 18 of the General Conditions for information on the Federal Requirements.
- 21.03 Concurrence by RD in the award of the Contract is required before the Contract is effective.

SECTION 00200

INFORMATION AVAILABLE TO BIDDERS

PART 1 - INFORMATION AVAILABLE BUT NOT A PART OF CONTRACT DOCUMENTS.

- 1.01 The district has obtained all applicable permits and approvals from Division of Water and Kentucky Department of Highways.

- END OF SECTION -

SECTION 00220
KENTUCKY PREVAILING WAGE DETERMINATION

SECTION 00230
FEDERAL PREVAILING WAGE DETERMINATION

Bid Form

Project Identification: CONTRACT No. 1 – ALLEN TO MARTIN WATER TRANSMISSION MAIN

Contract Identification and Number: CONTRACT No. 1 – ALLEN TO MARTIN WATER TRANSMISSION MAIN

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid Is Submitted To: SOUTHERN WATER & SEWER DISTRICT
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the

Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Attached Itemized Unit Price Sheets

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL BID AMOUNT
1	TIE INTO EXISTING WATER MAIN	10	EA		
2	NEW 12" CL 350 D.I. WATER MAIN	14,000	LF		
3	NEW 6" DR-18 PVC C900 WATER MAIN	100	LF		
4	NEW 4" DR-18 PVC C900 WATER MAIN	100	LF		
5	NEW 3" SDR-17 PVC WATER MAIN	1,000	LF		
6	NEW 2" SDR-17 PVC WATER MAIN	100	LF		
7	12" DR-9 HDPE WATER MAIN (TEMPORARY)	6,500	LF		
8	NEW 12" GATE VALVE & BOX	15	EA		
9	NEW 6" GATE VALVE & BOX	2	EA		
10	NEW 4" GATE VALVE & BOX	1	EA		
11	NEW 3" GATE VALVE & BOX	1	EA		
12	NEW 2" GATE VALVE & BOX	1	EA		

ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL BID AMOUNT
13	NEW CUSTOMER METERS - SAME SIDE	26	EA		
14	NEW CUSTOMER METERS - OPPOSITE SIDE	38	EA		
15	ADDITIONAL SERVICE TUBING	1,600	LF		
16	ROAD CROSSING - STEEL CASING, BORE & JACK	130	LF		
17	FLUSHING HYDRANT ASSEMBLY	5	EA		
18	BLOWOFF HYDRANT ASSEMBLY	2	EA		
19	CUT & CAP EXISTING WATER MAIN	5	EA		
20	CREEK CROSSING, DIRECTIONALLY DRILLED	700	LF		
21	10" MASTER METER & VAULT	1	EA		

AWARD OF CONTRACT will be based on the lowest responsible, responsive Bidder on the total of the BASE BID.

ADDITIVE ALTERNATE(S) WILL NOT BE CONSIDERED UNTIL CONTRACT HAS BEEN EXECUTED. BID ITEMS APPEARING IN BOTH THE BASE BID AND ANY ALTERNATE(S) SHALL HAVE THE SAME UNIT PRICE. IF SAME BID ITEMS ARE SUBMITTED WITH DIFFERING UNIT PRICE, BID MAY BE DEEMED TO BE NON-RESPONSIVE.

BASE BID - TOTAL AMOUNT BID : _____

Dollars and _____ (Cents) (\$ _____)

ADDITIVE ALTERNATE No. 1 BID SCHEDULE

ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL BID AMOUNT
1	TIE INTO EXISTING WATER MAIN	2	EA		
2	NEW 12" CL 350 D.I. WATER MAIN	13,000	LF		
3	NEW 6" DR-18 PVC C900 WATER MAIN	100	LF		
8	NEW 12" GATE VALVE & BOX	10	EA		
9	NEW 6" GATE VALVE & BOX	1	EA		
13	RECONNECTION OF CUSTOMER METERS – SAME SIDE	8	EA		
14	RECONNECTION OF CUSTOMER METERS – OPPOSITE SIDE	9	EA		
15	ADDITIONAL SERVICE TUBING	425	LF		
16	ROAD CROSSING – STEEL CASING, BORE & JACK	140	LF		
17	FLUSHING HYDRANT ASSEMBLY	1	EA		
19	CUT & CAP EXISTING WATER MAIN	1	EA		
20	CREEK CROSSING, DIRECTIONALLY DRILLED	150	LF		

ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL BID AMOUNT
22	RAILROAD CROSSING – STEEL CASING, BORE & JACK	100	LF		

AWARD OF CONTRACT will be based on the lowest responsible, responsive Bidder on the total of the BASE BID.

ADDITIVE ALTERNATE(S) WILL NOT BE CONSIDERED UNTIL CONTRACT HAS BEEN EXECUTED. BID ITEMS APPEARING IN BOTH THE BASE BID AND ANY ALTERNATE(S) SHALL HAVE THE SAME UNIT PRICE. IF SAME BID ITEMS ARE SUBMITTED WITH DIFFERING UNIT PRICE, BID MAY BE DEEMED TO BE NON-RESPONSIVE.

ADDITIVE ALTERNATE No. 1 – TOTAL AMOUNT BID : _____

_____ Dollars and _____ (Cents) (\$ _____)

ADDITIVE ALTERNATE No. 2 BID SCHEDULE

ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL BID AMOUNT
2	NEW 12" CL 350 D.I. WATER MAIN	-14,000	LF		
8	NEW 12" GATE VALVE & BOX	-15	EA		
23	NEW 16" CL 350 D.I. WATER MAIN	14,000	LF		
24	NEW 16" GATE VALVE ASSEMBLY	15	EA		

AWARD OF CONTRACT will be based on the lowest responsible, responsive Bidder on the total of the BASE BID.

ADDITIVE ALTERNATE(S) WILL NOT BE CONSIDERED UNTIL CONTRACT HAS BEEN EXECUTED. BID ITEMS APPEARING IN BOTH THE BASE BID AND ANY ALTERNATE(S) SHALL HAVE THE SAME UNIT PRICE. IF SAME BID ITEMS ARE SUBMITTED WITH DIFFERING UNIT PRICE, BID MAY BE DEEMED TO BE NON-RESPONSIVE.

ADDITIVE ALTERNATE No. 2 - TOTAL AMOUNT BID : _____

_____ Dollars and _____ (Cents) (\$ _____)

- A. Unit Prices have been computed in accordance with paragraph 11.03.A of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete in accordance with paragraph 14.04 of the General Conditions on or before the date, or within the number of calendar days, indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Contract Time.

ARTICLE 7 - ATTACHEMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of the Bid:
 - A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
 - B. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;
 - C. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
 - D. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.11 of the General Conditions;

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

- 9.01 This Bid submitted by:

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Bidder's Business address:

Business Phone No. (_____) _____

Business FAX No. (_____) _____

Business E-Mail Address _____

State Contractor License No. _____ . (If applicable)

Employer's Tax ID No. _____

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

9.02 Bid submitted on _____, 20__.

SEAL, if required

SECTION 00410
SUPPLEMENTS TO BID FORMS

ALL PARTS ARE REQUIRED TO BE COMPLETED AND MUST BE SUBMITTED WITH THE BID

PART 1 - BIDDER'S QUALIFICATIONS

A. The required names and addresses of all persons interested in the foregoing Bid, as Principals, are as follows:

B. The Bidder shall submit the requested information indicated and for work of a similar character in size and total contract price that is included in the proposed Contract and references to enable the Owner to judge the Bidder's experience, skill and business standing.

1. Number of years in business as a contractor under present business name:

2. Number of years of experience in type of construction required for this project:

3. Have you ever been declared in default or failed to complete work awarded to you? If yes, where and why? _____

4. Have you ever been cited by a regulatory agency for failure to comply with any of its contractual obligations? _____. If yes, where and why? _____

5. List and age of owned equipment available for this project: _____

6. List similar project experience with references where the Bidder was the prime contractor and percent work completed as prime and percent completed by subcontractors.

Project Name	Description of Work	Date Completed	Contract Amount	% Prime/ % Subcontract	Owner/Contact	Phone No.
1.						
2.						
3.						
4.						
5.						

PART 2 – SUBCONTRACTORS

Proposed subcontractors are listed below for each branch of work included in the proposed Contract. All subcontractors are subject to the approval of the Owner. Failure to submit a completed list may be cause for rejection of the Bid. Experience of subcontractors shall be described on separate pages.

BRANCH OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR
Blacktopping	_____
Road Bore	_____

(Other)

(Other)

(Add supplementary pages if necessary)

NOTES:

1. The OWNER in no way implies acceptance of any proposed subcontractor by acceptance of the Bid.
2. The CONTRACTOR will not be allowed to substitute subcontractors not listed herein without prior written approval of OWNER.

PART 3 - MANUFACTURER'S LIST

A. The Bidder proposes to furnish the following equipment contingent upon its conformity to the Specifications and review and acceptance by the ENGINEER and OWNER.

B. Only one manufacturer's name is to be listed.

<u>NAME OF MANUFACTURER</u>	<u>DESCRIPTION OF MATERIAL</u>
_____	P.E. Piping
_____	DIP Piping
_____	Valves
_____	Fittings
_____	Flushing Hydrant Assembly
_____	Booster Pump Station
_____	_____
_____	_____
_____	_____

(Add supplementary pages if necessary)

NOTES:

1. If listed equipment is not by manufacturers specified, OWNER in no way implies acceptance of such listed equipment by acceptance of the Bid.
2. The CONTRACTOR will not be allowed to substitute manufacturers not listed for the units above without prior written approval of OWNER.

PART 4 - BID SECURITY (BID BOND)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto The Southern Water & Sewer District as Owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this ___ day of ___, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to _____
a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for **“Allen to Martin Water Transmission Main Project” for the Southern Water & Sewer District.**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way be impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Legal Signature)

Surety

By _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

DEBARRED FIRMS

The undersigned hereby certifies that the firm of _____ has not and will not award a subcontract, in connection with any contract awarded to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any other Federal Law.

(Name of Firm Submitting Bid)

(Signature of Authorized Official)

Title _____

Date: _____

CERTIFIED COPY OF CORPORATE RESOLUTION

(Name of Company)

I hereby certify that I am the duly elected and acting Secretary of _____

_____, a Corporation duly organized and existing under the laws of the State of _____; that on the _____ day of _____, 2012, the Board of Directors of said Corporation authorized and approved a certain Proposal to _____

_____ (Insert Name of Owner) for the construction of certain improvements for _____ (Insert Name of Owner) by said Corporation and any contract resulting therefrom, and empowered the _____

_____ (Insert Title of Officer) of said Corporation to execute said Proposal and Contract for and in behalf of said Corporation; that said authority is not contrary to any provision in the Articles of Incorporation or code of regulations or code of bylaws of said Corporation; that said authority has not been rescinded or modified; and that _____ is the duly elected and acting _____ (Insert Title of Office) of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on _____, 2012.

(Signature)

NONCOLLUSION AFFIDAVIT

State of _____)

County of _____)

Bid Identification

Contractor,

being first duly sworn, deposes and says that he is _____

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

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

SIGNED

TITLE

Subscribed and sworn to before me this _____ DAY OF _____, 2012.

(SEAL)

NOTARY PUBLIC

- END OF SECTION -

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

_____ (Words)

_____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal
)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)