

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**BOONE COUNTY RURAL WATER PROJECT
Phase II**

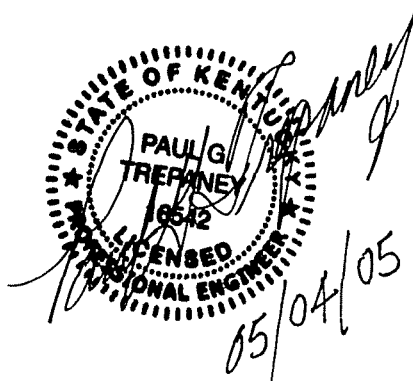
Bid on Behalf of
Boone County Fiscal Court

Tetra Tech, Inc. Job No. 03247

May 2005

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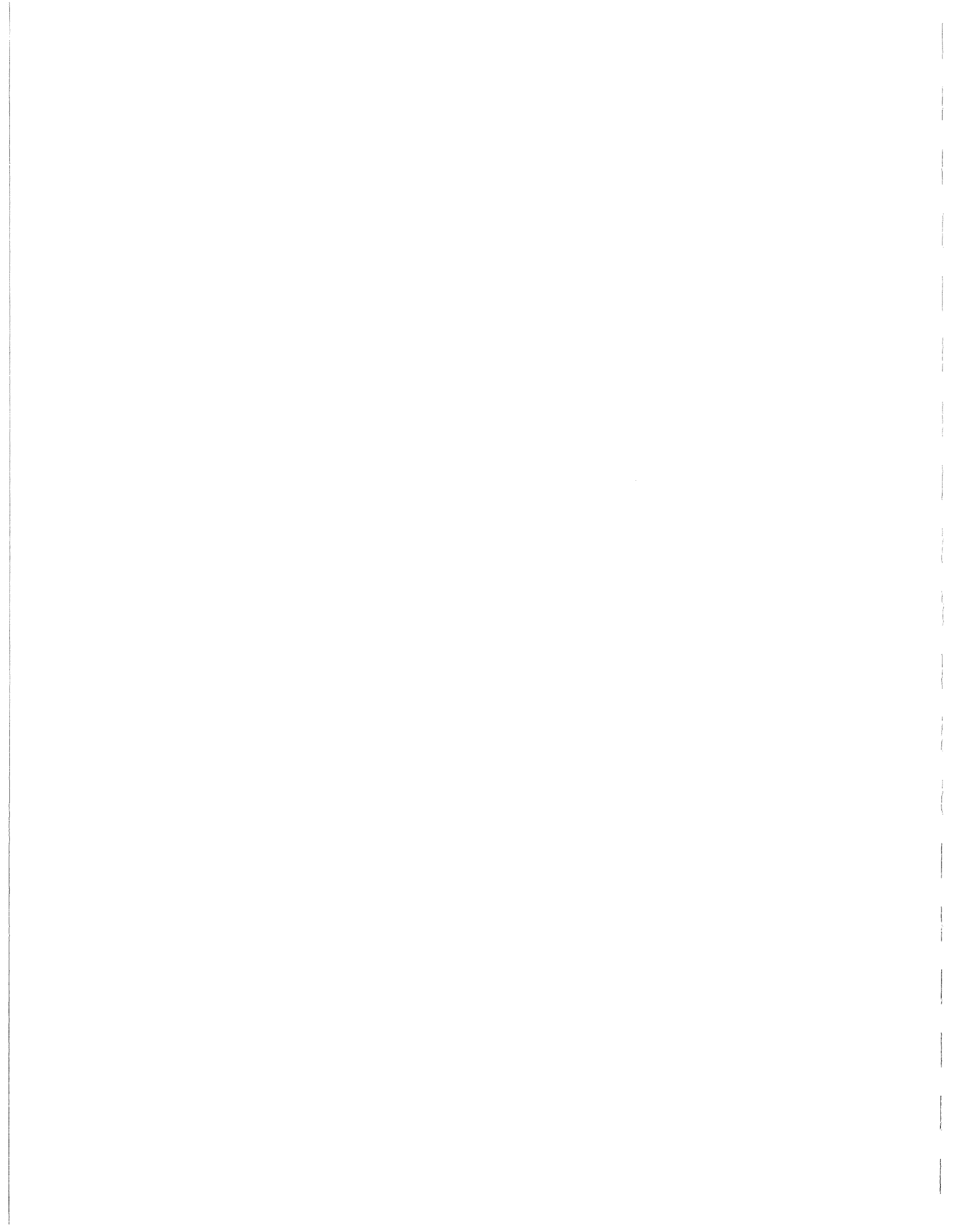


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INVITATION TO BIDDERS

BOONE COUNTY RURAL WATER PROJECT

The Boone County Fiscal Court will receive sealed bids in the Office of the Purchasing Agent, Second Floor, Administration Building, 2950 Washington Street, Burlington, KY 41005, until **2:00 pm local time August 31, 2005 for the Boone County Rural Water Project Phase II**. Bids will be opened and publicly read aloud at that time in the Fiscal Courtroom, Second Floor, Administration Building. Late bids will not be accepted. . No bid may be withdrawn for a period of ninety (90) days after the scheduled bid opening time.

BID ENVELOPE MUST BE LABELED: "SEALED BID: Rural Water Project Phase II."

The project consists of 3 contracts for Phase II with the general scope and locations as follows:

- Contract 2A: Big Bone Church Rd. approximately 14,700 LF of 8" water main
- Contract 2B/2D: East Bend Rd. approximately 21,500 LF of 12" and 17,000 LF 8" water main
- Contract 2C: Ky 20/Petersburg Rd. approximately 17,400 LF of 8" water main

Bids must be made on the forms provided in the Contract Documents. The Contract Documents may be examined at the following locations: Boone County Water District Office; Tetra Tech, Inc., 11156 Canal Road, Suite A, Cincinnati, OH 45241; F.W. Dodge Corporation, 655 Eden Park Drive, Suite 515, Cincinnati, OH 45202; Allied Construction Industries, 1010 Yale Avenue, Cincinnati, OH 45206.

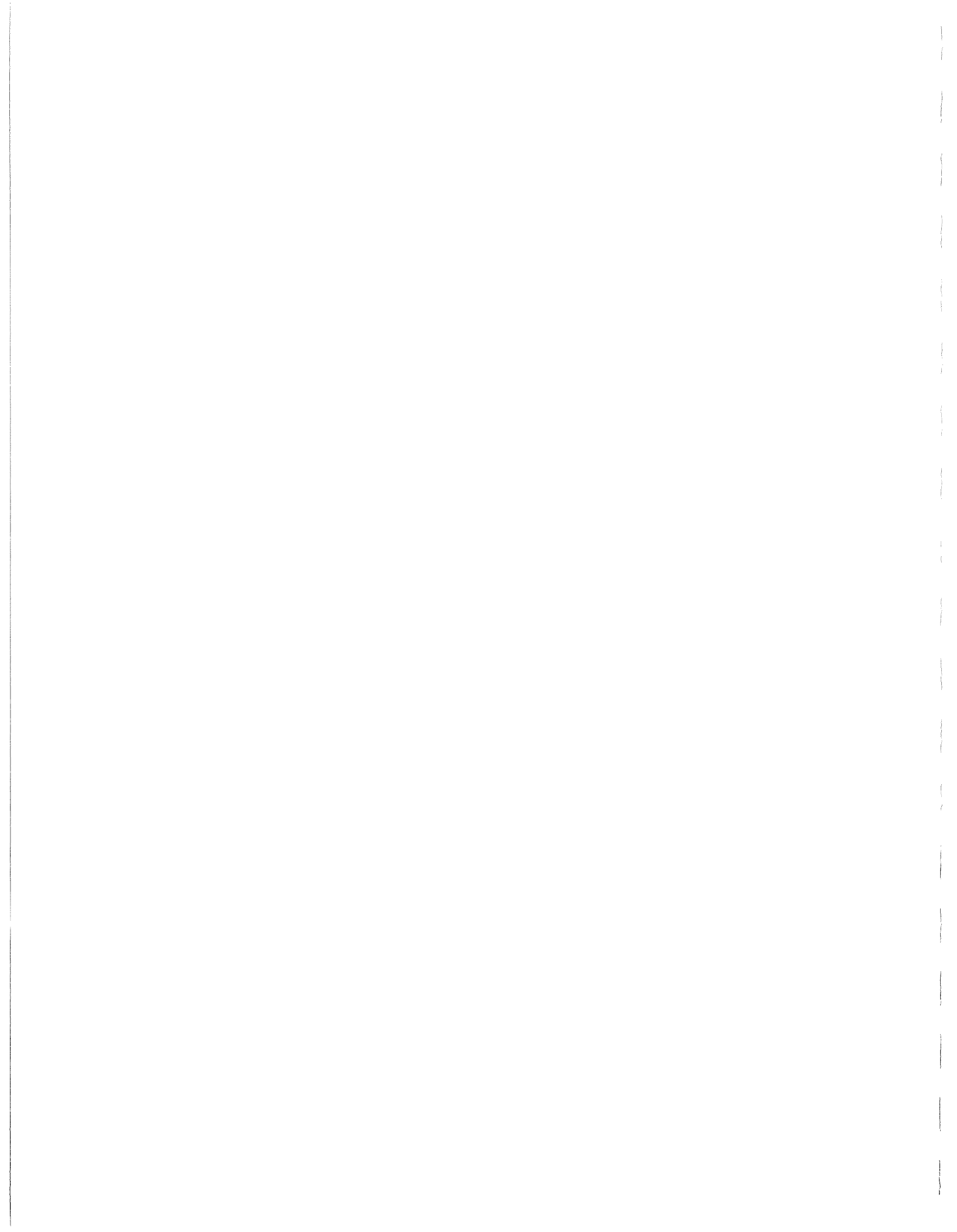
The Contract Documents may be obtained from the Cincinnati office of Tetra Tech, Inc., 11156 Canal Road, Suite A, Cincinnati, OH 45241, upon payment of \$75.00 per set for one contract(non-refundable) or \$150.00 for all three contract sets. Checks for Contract Documents shall be made payable to Tetra Tech, Inc. Questions regarding the bid documents should also be directed to Tetra Tech Inc.

Bid Security, in the form of a Bid Bond, in the amount of ten (10) percent of the total bid, shall accompany each bid proposal submitted. A certified check, cashiers check, or letter of credit equal to ten (10) percent of the bid is also acceptable. A letter of credit may only be revocable by the Owner.

Upon entering into a Contract with the Owner, the successful Bidder must deliver a Performance Bond for the amount of the Contract, and the Bid Security will then be returned to the successful and unsuccessful bidders upon Contract execution.

Boone County Fiscal Court reserves the right to reject any and all bids, to waive any informalities and to negotiate for the modifications of any bid or to accept that bid which is deemed the most desirable and advantageous from the standpoint of customer value and service and concept of operations, even though such bid may not, on its face, appear to be the lowest and responsive price.

Gary W. Moore
Boone County Judge/Executive



INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS:

- 1.1 Terms used in these Instructions to Bidders, which are defined in the General and Supplementary Conditions, have the meanings assigned to them in the General and Supplementary Conditions. The term "Successful Bidder" means the Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - BIDS RECEIVED:

- 2.1 Refer to Invitation to Bidders for information on receipt of Bids.

ARTICLE 3 - LOCATION AND DESCRIPTION OF PROJECT:

- 3.1 The project is located in western Boone County and includes excavation, bedding, backfill, and restoration for the installation of 12" and 8" DI water main. Phase II encompasses:

- Contract 2A – Big Bone Church Road	14,700 LF
- Contract 2B/2D – East Bend Road, KY 338 and side streets	38,600 LF
- Contract 2C – Petersburg, KY 20	17,400 LF

ARTICLE 4 - COPIES OF BIDDING DOCUMENTS:

- 4.1 Refer to Invitation to Bidders for information on examination and procurement of documents.
- 4.2 Complete sets of Bidding Documents shall 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.
- 4.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 5 - QUALIFICATIONS OF BIDDERS:

- 5.1 Bidders shall be experienced in the kind of work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.
- 5.2 As evidence of his competency to perform the Work, Bidder shall complete and submit with his Bid the statement of Bidder's experience, which is bound in the Contract Documents. Low Bidders may be asked to furnish additional data to demonstrate competency.
- 5.3 Each Bid must contain evidence of Bidder's qualification to do business.

ARTICLE 6 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- 6.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 6.2 Before submitting his Bid, each Bidder will, at his own expense, make such investigations and tests as the Bidder may deem necessary to prepare his Bid for performance of the work in accordance with the Contract Documents.
- 6.3 On request, Owner will conduct a site visit during Owner's normal business hours.
- 6.4 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of his Bid.
- 6.5 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the General Conditions or Drawings.
- 6.6 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 6 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA:

- 7.1 All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. In order to receive consideration, questions must be received by Engineer at least 10 days prior to the date fixed for the opening of Bids. Any interpretations of questions so raised, which in the opinion of Engineer require interpretations, will be issued by Addenda mailed or delivered to holders of record documents for receipt not later than three days prior to the date fixed for the opening of Bids. The Engineer and Owner will not be responsible for oral interpretations or clarifications which anyone presumes to make on their behalf.
- 7.2 Owner and/or Engineer may issue such additional Addenda as may be necessary to clarify, correct or change the Contract Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in Paragraph 7.1 above.

ARTICLE 8 - BID SECURITY:

- 8.1 Bids must be accompanied by a Bid Bond.
- 8.2 The bid security of the successful Bidder will be retained until such Bidder has executed the Contract (Agreement) and furnished the required contract security, whereupon the bid security will be returned. If the successful Bidder fails to execute and deliver the Contract and furnish the required contract security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited to the Owner as liquidated damages for such failure.

- 8.3 The bid security of all Bidders may be retained by Owner until the earlier of the tenth day after the execution of the Agreement by the successful Bidder or the sixtieth day after the Bid opening.

ARTICLE 9 - CONTRACT TIME:

- 9.1 The number of days in which the Work is to be substantially completed and the Contract Time are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGE:

- 10.1 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE MATERIAL AND EQUIPMENT:

- 11.1 The Contract, if awarded, will be on the basis of the specific materials and equipment shown on the Drawings or described in the Specifications. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective date of the Contract. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in Paragraph 6.3 of the General Conditions which may be supplemented in the General Requirements.

ARTICLE 12 - SUBCONTRACTORS AND OTHERS:

- 12.1 If the Supplementary Instructions to Bidders require the identity of certain subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the Bidder will submit with his bid package a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed subcontractor, other person or organization, either may before giving the Notice of Award request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his bid security. Any subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection to prior to the giving of Notice of Award will be deemed acceptable to Owner and Engineer.

ARTICLE 13 - PREPARATION OF BID:

- 13.1 A Bid must be made on the Bid Form provided in the Contract Documents, or a copy thereof. The Bid Form shall not be altered in any way.
- 13.2 The Bid Form must be completed in ink or by typewriter. Blank spaces in the Bid Form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the prices for which he proposes to do each and every item of Work contemplated. Ditto marks shall not be used.
- 13.3 A Bidder shall execute his Bid as stated below:

- A. A Bid by an individual shall show his name and official address.
 - B. A Bid by a partnership must be executed in the partnership name and signed by a partner. His title must appear under his signature and the official address of the partnership shall be shown.
 - C. A Bid by a corporation must be executed in the corporate name by an officer of the corporation and must be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary. The state of incorporation and the official corporate address shall be shown.
 - D. All names must be typed or printed below the signature.
- 13.4 The Bid shall contain an acknowledgement of the receipt of all addenda in the space provided on the Bid Form.
- 13.5 The address to which communications regarding the Bid are to be directed shall be shown.
- 13.6 All bidding documents requiring signatures shall be executed in the manner described in Paragraph 13.3 unless another manner is indicated.

ARTICLE 14 - SUBMISSION OF BID:

- 14.1 Bids shall be submitted at the time and place indicated in the Invitation to Bidders.
- 14.2 The Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with "Bid Opening", the date and time of opening, the name of the bidder, his address, the name of the Project, and the contract name or number. Bid shall be submitted with bid security and other required documents.
- 14.3 If the Bid is sent through the mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in another envelope plainly marked on the outside with the notation "**SEALED BID: Rural Water Project Phase II**". Mailed Bids shall be addressed to: Boone County Fiscal Court/ Boone County Administration Building/ P.O. Box 900/ 2950 Washington Street/ Burlington, KY 41005.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID:

- 15.1 **Withdrawal Prior to Bid Opening:** A Bidder may withdraw his Bid before the time fixed for the opening of Bids by communicating his purpose in writing to the Owner. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.
- 15.2 **Modification Prior to Bid Opening:** If a Bidder wishes to modify his Bid, he must withdraw his initial Bid in the manner specified in Paragraph 15.1 and submit a new bid.

ARTICLE 16 - OPENING OF BIDS:

- 16.1 Bids will be opened as indicated in the Invitation to Bidders.
- 16.2 Bids received by mail or otherwise after the time specified for the opening of Bids will not be accepted

and will be returned to the Bidder unopened.

ARTICLE 17 - DISQUALIFICATION OF BIDDERS:

- 17.1 More than one Bid for the same Work from an individual, or a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested 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 is interested.

ARTICLE 18 - BIDS TO REMAIN OPEN:

- 18.1 All Bids shall remain open for sixty (60) days after the day of the opening of Bids, but the Owner may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

ARTICLE 19 - AWARD OF CONTRACT:

- 19.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, non-responsive or conditional Bids.
- 19.2 Owner reserves the right to reject any Bid not accompanied by specified documentation and Bid Security.
- 19.3 Owner reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.
- 19.4 Owner reserves the right to reject any Bid that, in his sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 19.5 In evaluating Bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies in 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.
- 19.6 In evaluating Bids, Owner will consider the qualifications of Bidders; whether or not the bids comply with the prescribed requirements; the alternatives, if any; and the lump sum and unit prices, if requested in the Bid Form. It is the Owner's intent to evaluate each alternative bid in accordance with the methods and criteria set forth in the Specifications. The low Bidder will be determined on the basis of the selection by the Owner of the alternative(s) deemed to be in Owner's best interest.
- 19.7 Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of subcontractors and other persons and organizations must be submitted.
- 19.8 Owner may conduct such investigation as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the bidders proposed subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents.
- 19.9 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

- 19.10 If a Contract is to be awarded, it will be awarded to the lowest, responsible, responsive Bidder who has neither been disqualified nor rejected pursuant to Article 17 or this Article 19.

ARTICLE 20 - BONDS:

- 20.1 The requirements for the Performance and Payment Bonds are stated in Paragraph 5.1 of the General Conditions. The requirements for delivery of Bonds are stated in Paragraph 2.1 of the General Conditions. Additional requirements are stated in the Supplementary Instructions to Bidders.
- 20.2 The successful Bidder shall within ten (10) days from the date of the Notice of Award deliver to Owner, for his review and approval, the Performance Bond and the Payment Bond he proposes to furnish at the time of the execution of the Agreement.

ARTICLE 21 - CONTRACTOR'S INSURANCE:

- 21.1 The requirements for Contractor's insurance are stated in Article 5 of the General Conditions and in the Supplementary Instructions to Bidders. The requirements for delivery of certificates of insurance are stated in Paragraph 2.1 of the General Conditions.

ARTICLE 22 - EXECUTION OF AGREEMENT:

- 22.1 The apparent successful Bidder, or his authorized representative, will be required to attend with the contract offered by him and execute the Agreement within ten (10) days from the date of the Notice of Award.
- 22.2 The Owner will prepare the documents, and will identify, in the Notice of Award, the location at which the documents will be executed.

ARTICLE 23 - NOTICE TO PROCEED:

- 23.1 Issuance of the Notice to Proceed shall be as stated in Article 2 of the General Conditions.

The Notice to Proceed in general shall be issued by the Owner within ten (10) calendar days of the execution of the Agreement by the Owner and approvals of the funding agencies.

ARTICLE 24 - INCONSISTENCIES BETWEEN INSTRUCTIONS:

- 24.1 In the event of any inconsistencies between the Instructions to Bidders and Supplementary Instructions to Bidders, the Supplementary Instructions to Bidders shall govern.

END OF SECTION

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49. Please note that all information submitted with your bid will become public information.

1. Receipt and Opening of Bids

The Boone County Fiscal Court (herein referred to as "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Boone County Fiscal Court until _____ on _____, 2005, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Boone County Fiscal Court/ Boone County Administration Building/ P.O. Box 900/ 2950 Washington Square/ Burlington, KY 41005, and shall be clearly marked "Bid Opening—Boone County Water Line Expansion, _____, 200__, _____ p.m." The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the prescribed form and such documents as hereunder described. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.

3. Method of Bidding: The Owner invites the following bid(s):

BOONE COUNTY RURAL WATER PROJECT PHASE II

Bids shall be submitted at the time and place indicated in the Invitation to Bidder and shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the bid security and other required documents.

Bids 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 at any time prior to the opening of bids.

If the total price received from the lowest responsive and qualified bidder exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders;
- c. Reduce the scope of work by eliminating certain items of work to produce a total bid which is within available funds;
- d. Reduce the scope of work by reducing the quantity of certain items of work to produce a total bid which is within available funds;
- e. Reduce the scope of work by a combination of adjustments as outlined in "c" and "d" above to produce a total bid which is within available funds.

4. Qualification of Bidder: The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all

such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein; conditional bids will not be accepted.

5. **Bid Security**: Each bid must be accompanied by cash, cashiers check, certified check of the bidder, letter of credit equal to ten (10) percent of Bid, or a Bid Bond prepared on the form of Bid Bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. (See Invitation to Bidders for required amounts) Such cash, checks or Bid Bonds will be returned to bidders after the Owner has awarded the bid and has executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
6. **Liquidated Damages for Failure to Enter into Contract**: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
7. **Time of Completion and Liquidated Damages**: BIDDER hereby agrees to commence Work under Contracts 2A on or before a date to be specified in the Notice to Proceed and to substantial completion within 150 consecutive calendar days and fully complete the project within **180** consecutive calendar days thereafter. BIDDER hereby agrees to commence Work under Contracts 2B/2D on or before a date to be specified in the Notice to Proceed and to substantial completion within 240 consecutive calendar days and fully complete the project within **270** consecutive calendar days thereafter. BIDDER hereby agrees to commence Work under Contracts 2C on or before a date to be specified in the Notice to Proceed and to substantial completion within 150 consecutive calendar days and fully complete the project within **180** consecutive calendar days thereafter. BIDDER further agrees that time is of the essence. BIDDER agrees to pay as liquidated damages, the sum of \$200 for each consecutive calendar day thereafter, and special damages in the event of failure to fully complete the work on time.
8. **No Damage for Delay**: No payment, compensation or adjustment of any kind shall be made to the contract price for damages incurred by the contractor because of hindrances or delays in the progress of the work from any cause that is not proximately caused by the Owner's action or failure to act. Whether such hindrances or delays are avoidable or unavoidable, the contractor agrees that he or she will make no claim for compensation, damages or mitigation of liquidated damages for any such delays. Examples of delays include (but are in no manner limited to) obtaining all necessary permission from any government agency or any private party, any act or failure to act by any other contractor, subcontractor and/or supplier, all foreseen and unforeseen events and any conditions or acts of God. It is understood and agreed that the contractor assumes all risks of delays in prosecuting or completing the work under the contract that are not proximately caused by the Owner's action or failure to act. The contractor will accept in full satisfaction for such delays, an extension of time, if any, agreed to by the Owner.
9. **Conditions of Work**: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means or will not cause any interruption of or interference with the work of

any other contractor. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect, all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

10. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing as stated in Instructions to Bidders, Article 7. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
11. Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a performance (surety) bond as security for faithful performance of this contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond will not be required.
12. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
13. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
14. Method of Award - Lowest Qualified Bidder: The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
15. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
16. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the Contractor shall:
 - a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of title 29 of the code of Federal

Regulations, Section 1518 as published in the "Federal Register", Volume 36, N. 75, Saturday, April 17, 1971.

- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
17. Examination of Site: Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for him/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
18. Soil Conditions: Subject to the convenience of the Owner, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he/she shall maintain and restore the site to original condition. The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.
19. Water Supply: All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the prices stipulated for the various items of the work to be done under this contract.
20. Working Facilities: The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
21. Permits: The Contractor shall take out all necessary permits from the proper authorities, and shall give all notices required by law or ordinance. The charge or fee for any permit issued by the proper authority shall be borne by the contractor.
22. Signature of Bidders: The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as", or "sole owner." The bidder shall further state in his proposal the name and address of each person or corporation interested therein.
23. Right to Accept or Reject Proposals: The Owner may consider informal and may reject any bid not

prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed most responsive and responsible.

24. Non-Collusion Affidavit: The successful bidder will be required to submit a non-collusion affidavit on the form included in these Bid/Contract documents. This affidavit shall be dated and executed as part of this bid.
25. EEO Compliance: Bidders please see EEO Compliance Requirements and Affidavit.
26. Wage Rates: In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Act. A copy of these prevailing wage rates has been included in these specifications. Every Contractor and Subcontractor who is subject to the Kentucky Revised Statutes 337.510 to 337.550 including the latest amendments thereto shall, as soon as he begins performance under his contract with the Owner, supply the Prevailing Wage Coordinator for the Owner a schedule of the dates on which he is required to pay wages to employees. He shall also deliver to the Prevailing Wage Coordinator within three weeks after each pay date, a certified copy of his payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

In case the Owner orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any Subcontractor under this contract to employ a person not herein specified, the Owner will include in the contract change order for such extra or additional work, a minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid to each employee engaged in work of such trade or occupation, not less than the wage so included. Insofar as possible, local labor shall be employed on this work.

27. Subletting of Contract: The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent of the total contract cost, except that any time designated in the contract before computing the amount of work required to be performed by the Contractor with his own organization, no subcontract, or transfer of contract, shall in any way release the Contractor of his liability under the contract and bonds.
28. Required Insurance: In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his own cost and expense purchase and maintain in force until final acceptance of his work, the forms of insurance coverage listed below.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall name the Board of Boone County Commissioners as additionally insured. However, the original policy for Owner's Protective Bodily

Injury (Item F) and Property Damages (Item G) shall at this time be delivered to the Owner for its possession.

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least ten days prior to the effective date of such cancellation or amendment.

Item A - Workmen's Compensation and/or Employer's liability Insurance as required or specified by State Law.

Item B - Contractor's Direct and Completed Operations Bodily Injury Liability Insurance.

Item C - Contractor's direct and Completed Operations Property Damage Liability Insurance.

Item D - Contractor's Protective Bodily Injury Liability Insurance.

Item E - Contractor's Protective Damage Liability Insurance.

Item F - Owner's Protective Bodily Injury Liability Insurance, naming the Owner as insured.

Item G - Owner's Protective Property Damage Liability Insurance, naming the Owner as insured.

Item H - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item I - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item J - Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such form as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, H, and I shall be provided by or on behalf of the Subcontractors to cover that part of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item J shall be in an amount and form as each railroad or utility company may require.

All Bodily Injury coverage (Items B, D, F, and H) shall be broadened by the inclusion of the terms "occurrence" in lieu of "caused by accident."

In addition to the Contractor's Direct Bodily Injury Liability Insurance (Item B) and the Contractor's Direct Property Damage Liability Insurance (Item C), the Contractor shall also provide Completed Operations Bodily Injury Liability Insurance and Completed Operations Property.

Damage Liability Insurance for the same amounts as provided for Item B and C during the period of one (1) year after the final acceptance date shall be the date the final estimate is paid to the

Contractors. Performance Bond includes material and workmanship for 12 months after completion.

Comprehensive General Liability Insurance: In an amount not less than \$1,000,000.00 per occurrence for Bodily Injury and \$500,000.00 for explosion underground and collapse, commonly known as "XCU."

Comprehensive Automobile Liability Insurance: In an amount not less than \$500,000.00 per person, \$1,000,000.00 per occurrence for Bodily Injury, and \$500,000.00 for Property Damage. Such coverage shall include all vehicles, owned, non-owned and hired.

Builders Risk Insurance: All Risk form, including subsidence and theft of materials from the job site. Such coverage shall be maintained until final acceptance of the Contract by the Owner and payable to the Owner for the benefit of the contractor. The limit for Builders Risk shall be for the full value of construction.

29. Maintenance of Rights-Of-Way: All construction as proposed along all City, Township, County, Commonwealth, and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and Owner prior to any work beginning on the affected property.

30. Lights, Signs and Barricades: Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract and shall be the sole responsibility of the Contractor.

31. Foreign Corporation and Contractors:

Foreign Corporations

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Kentucky: and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under XXXXXX, inclusive.

32. Personal Property Tax Affidavit: All bidders must complete the personal property tax affidavit and submit with your bid. *This section should be fully completed whether or not you as a vendor/contractor own property in Boone County.*

33. Description of Project:

See Section 01010, Summary of Work and Invitation to Bidders.

34. Scope of Work: Provide all work as described in the Specifications herein as necessary to provide for project completion.

35. Required Forms: Each Bidder shall complete and submit the following forms with his/her Bid:

Bidder Identification

Bid Form

Bid Security Bid Bond

Exception Sheet

Non-Collusion Affidavit

Required Insurance Certifications (Under Paragraph 28 of these instructions)

Certified Copy of Corporate Resolution

License to do Business in Kentucky

Bidder's Information and Experience

Affidavit of Non-Delinquency of Taxes

Equal Employment Opportunity Requirements and Bid Conditions

Certificate of Compliance Non-Discrimination and Equal Employment Opportunity Affidavit

36. Additional Obligations Upon Contract Award: Upon award of the bid but prior to execution of the final agreement and notice to proceed, the Contractor shall submit all of the following documents, completed as required:

- 1) Contract
- 2) Performance Bond

37. **Entire bid packet must be completed (except contract) and returned with bid proposal, as the entire bid packet becomes part of the contract documents.**

38. Changes in Work: Owner may find it necessary and desirable to make changes and/or alterations in the lines, plans, equipment, or materials from time to time, either before or after construction has begun.

The Owner shall notify the Contractor in writing about all changes in the work at any time, and it shall be completed according to the said changes without any alteration in the Contract Price except in those cases where the changes materially affect the amount of work to be done and the cost thereof. The decision of the Owner regarding changes in work shall be final in all cases where no alteration in price is involved. Changes in work which involve any alteration in the amount to be paid to the Contractor shall not be commenced until approved in writing by the Owner.

If the Contractor claims that any written instructions from the Owner, by drawings or otherwise, involved extra cost or an extension of time, he/she shall so notify the Owner in writing within seven (7) days after receipt of such instructions and before proceeding to execute the work.

39. Partial Payments to Contractor: The Owner will make partial payments to the Contractor during construction on the basis of an estimate of the value of work performed during the preceding calendar month under this Contract. The partial payment shall be made in accordance with the applicable sections of the Ohio Revised Code.

All materials and work covered by partial payments made shall thereupon become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of work upon which payments have been made or the restoration of any damaged work. The payment of monthly partial estimates does not waive the right of the Owner to require the fulfillment of all the terms of the Contract Documents.

40. Owner's Right to Withhold Certain Amounts and Make Applicable Thereof: The Contractor may be required by the Owner to furnish from time to time, satisfactory evidence that all persons who have done work or furnished materials under this Contract, or may have suffered and claimed damage on account of the Contractor's operation, have been fully paid or secured; and in case such evidence is not furnished as aforesaid, the Owner may in addition to the Portion of any estimate retained under the preceding provisions of these Contract Documents, also withhold sufficient amount of any payment otherwise due to the Contractor to cover:

- a. Payments that may be past due or payable for just claims for labor or materials furnished in or about the performance of the work or for damages sustained under this Contract;
- b. For defective work not remedied as hereinbefore provided; and
- c. For failure of the Contractor to make proper payments to his Subcontractors.

If the Contractor fails to carry on the work within the time set out in his Proposal, the Owner may retain from the moneys that are, or which may become due said Contractor, the Owner's estimated daily cost of the completed work, for each and every calendar day the completion of the work be delayed beyond the time specified herein for such completion. The Contractor shall not be entitled to a bonus for early completion.

41. The Right of Owner to Terminate Contract: In the event that any of the provisions of these Contract Documents are violated by the Contractor or any of his/her Subcontractors, the Owner may serve written notice upon the Contractor and the Surety, of his intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for corrections be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing of such Surety or Notice of Termination, the Owner may take over the work and prosecute same to completion by contract for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such appliances and shop drawings as may be on the site of the work and necessary therefore.

42. Other Contracts: The Owner reserves the right to allow other work or to enter into other Contracts for work to be constructed or placed in or about the work herein described, and to order the starting and

progress of such other Contracts at any time prior to the completion of this Contract. The Contractor hereby waives any claims for damages or extra compensation by reason of any real or supposed interference with his work.

43. Suspension of Work: The Owner reserves the right to suspend the whole or any part of the work to be done hereunder if work is not proceeding in accordance with the Contract Documents, without compensation to the Contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by such suspension. The Owner shall in the form of a written "Stop Order" issue such suspension.
44. Retainer: The Owner shall retain **four percent (4%)** of the total earned compensation as stated in the Final Estimate. The retainer will be paid thirty (30) days from the date of the final estimate or acceptance if the Contract has been faithfully performed.
45. Final Inspection: Owner shall make a final inspection upon completion of work; and if all the work required to be done under the Contract is found acceptable as required by the Contract Documents, he shall prepare and provide the Contractor a written statement indicating completion of all the work under the Contract.
46. Final Estimate: The Owner will pay to the Contractor the total earned compensation as stated in the Final Estimate, less all prior payments. All prior estimates and payments, including those relating to "Changes in Work" or "Extra Work" shall be subject to correction by this Final Estimate for payment of the work included under these Contract Documents. The one (1) year guarantee period shall commence on the date of the Final Estimate.
47. Withdraw of Bid: A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof.
48. Subcontracts: Contractor shall provide an explanation as part of its bid package of all subcontractors intended to be used in performance of work. In the event the Owner does not object, Contractor may have such work performed by a subcontractor. Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.
49. **Please note that all information submitted with your bid will become public information.**

- END OF SECTION -

**WATER SYSTEM EXTENSION
BOONE COUNTY RURAL WATER PROJECT
PHASE II
CONTRACTS 2A, 2B/D, AND 2C**

BIDDER IDENTIFICATION

ATTENTION BIDDER: Please fill out this form and submit with your bid. BIDDER may bid on any one (1) Contract or any combination of multiple Contracts.

COMPANY NAME:

CHIEF EXECUTIVE OFFICER:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

PROJECT CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

FEDERAL ID#:

BID FORM

BID FOR: BOONE COUNTY RURAL WATER PROJECT – PHASE II
CONTRACTS 2A, 2B/D, AND 2C

BID TO: Boone County Fiscal Court
Office of the Purchasing Agent
Administration Building
P.O. Box 900
2950 Washington Street
Burlington, KY 41005

PROPOSAL OF: _____ (Print Name of Bidder)
(hereinafter called "BIDDER") organized and existing under the laws of the State of
_____ doing business as _____ (Insert)
Corporation/Partnership/Individual/Joint Venture as applicable), to Boone County Fiscal Court (hereinafter
called "OWNER").

The undersigned BIDDER offers and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Contract and in accordance with the Contract Documents.

BIDDER declares that no person or persons other than those named herein are interested in this Bid; or in any portion of the profit thereof. By submission of this Bid, the BIDDER certifies and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this Bid, with any other Bidder, or with any competitor.

In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that he has examined the Instructions to Bidders, all of the other Bidding Documents and all of the Contract Documents; that he has examined the actual site and locality where the Work is to be performed; that he has familiarized himself with the legal requirements (federal, state and local laws, ordinances, rules and regulations); that he has made such independent investigations as he deems necessary; and that he has satisfied himself as to all conditions affecting cost, progress or performance of the Work.

BIDDER further agrees as follows:

- 1) that this Bid shall remain open and may not be withdrawn for the time period set forth in the Instructions to Bidders;
- 2) that BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of his Bid Security;
- 3) and that, upon acceptance of this Bid, BIDDER will execute the Contract and will furnish the required Contract Security and insurance certificates within the time period(s) set forth in the Instructions to Bidders.

In accordance with the above understandings and agreements, BIDDER hereby proposes to furnish equipment, materials and labor for the work required to construct Boone County Water System Extension – Phase II, in strict accordance with the Contract Documents, within the time set forth therein, and at the price stated in the forms.

**BIDDER'S PROPOSAL
CONTRACT 2A – BIG BONE CHURCH ROAD**

Item No.	Item Description	Quantity	Unit Price	Item Bid Amount
1	8" Ductile Iron Pipe Special Thickness Cl. 50 and all Fittings and Bends with Blocking and Polywrap	14,700 LF		
2	6" Fire Hydrant Assembly Complete, including 6" Resilient Seated Gate Valve & Valve Box, 6" D.I. Anchoring Coupling, Blocking and Necessary Fittings (High Pressure or Reg. Pressure as shown)	26 EA		
3	6" Fire Hydrant Stub, including 6" Resilient Seated Gate Valve & Valve Box	4 EA		
4	6" Fire Hydrant connected to existing 6" Fire Hydrant Stub on Big Bone Road	2 EA		
5	8" Valve w/ Valve Box	20 EA		
6	6" Valve w/ Valve Box	3 EA		
7	Connection to Existing Water Line	1 EA		
8	Controlled Low Strength Materials (CLSM)	625 LF		
9	Concrete Encasement	25 LF		
10	Restoration (Lawn, Driveways, Drainage, Mail Boxes, Open Cut Roads, etc, w/Contractor providing all materials.)	14,700 LF		
11	Erosion Sedimentation Control (ESC)	Lump Sum		
	Total Bid Amount Items 1 through 11.			

CONTRACT 2A

Total Amount Bid: _____

_____ Dollars and

_____ Cents (\$ _____)

(Bid Amount is to be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.)

The above prices shall include all labor, materials, sales tax, overhead, profit, insurance and other costs necessary to cover the finished work of the several kinds called for. Changes in work shall be processed in accordance with Article 10 of the General Conditions.

BIDDER hereby agrees to commence Work under this Contract on or before a date to be specified in a Notice to Proceed and to have the project substantially complete and functioning within **150** consecutive calendar days and to fully complete and close out the project within **180** consecutive calendar days respectively. BIDDER further agrees that time is of the essence. BIDDER accepts the provisions of the Contract as to liquidated damages, the sum of \$200 for each consecutive calendar day beyond the substantial completion date in the event of failure to substantially complete the Work, and the sum of \$200 for each consecutive calendar day beyond the fully complete date in the event of failure to fully complete and close out the Work on time.

BIDDER acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of his Bid.

ADDENDUM NO.	DATE RECEIVED	ADDENDUM NO.	DATE RECEIVED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following documents are attached to and made a condition of this Bid.

1. Bid Security in the amount of _____ Dollars (\$ _____).

The BIDDER by submittal of this Bid agrees with the OWNER that the amount of the Bid Security deposited with the Bid fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the BIDDER to fulfill his agreements as provided in this proposal.

2. Required statement of BIDDER's experience with supporting data.
3. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

The terms used in this Bid, which are defined in the General Conditions of the Contract, have the meanings assigned to them in the General Conditions of the Contract.

BIDDER agrees that the OWNER reserves the right to delete the whole or any part of the Project from the Contract.

BIDDER understands that the OWNER reserves the right to reject any or all bids for any reason deemed advisable by the OWNER and to waive any informalities in the Bidding.

The undersigned agrees, upon receipt of written notice of the acceptance of this Bid, to execute the Contract for construction in accordance with the Bid as accepted and to furnish Bonds and Certificates of Insurance in accordance with the requirements of the Contract Documents. The official business address of the BIDDER to whom all correspondence relative to this Bid may be mailed or delivered is:

The undersigned, intending to be legally bound, agrees that this proposal shall be irrevocable, and shall remain subject to OWNER's acceptance for ninety (90) days after date set for bid opening.

Respectfully Submitted on _____, 2005

BIDDER:

**BIDDER'S PROPOSAL
CONTRACT 2B/D – EAST BEND ROAD**

Item No.	Item Description	Quantity	Unit Price	Item Bid Amount
1	12” Ductile Iron Pipe Special Thickness Cl. 50 and all Fittings and Bends with Blocking and Polywrap	21,500 LF		
2	8” Ductile Iron Pipe Special Thickness Cl. 50 and all Fittings and Bends with Blocking and Polywrap	17,100 LF		
3	6” Fire Hydrant Assembly Complete, including 6” Resilient Seated Gate Valve & Valve Box, 6” D.I. Anchoring Coupling, Blocking and Necessary Fittings (High Pressure or Reg. Pressure as shown)	66 EA		
4	6” Fire Hydrant Stub, including 6” Resilient Seated Gate Valve & Valve Box	10 EA		
5	12” Valve w/ Valve Box	23 EA		
6	8” Valve w/ Valve Box	17 EA		
7	Connection to Existing Water Line	1 EA		
8	Controlled Low Strength Materials (CLSM)	3300 LF		
9	Jack and Bore	300 LF		
10	Restoration (Lawn, Driveways, Drainage, Mail Boxes, Open Cut Roads, etc, w/Contractor providing all materials.)	38,600 LF		
11	Erosion Sedimentation Control (ESC)	Lump Sum		
	Total Bid Amount Items 1 through 11.			

CONTRACT 2B/D

Total Amount Bid: _____

_____ Dollars and
_____ Cents (\$ _____)

(Bid Amount is to be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.)

The above prices shall include all labor, materials, sales tax, overhead, profit, insurance and other costs necessary to cover the finished work of the several kinds called for. Changes in work shall be processed in accordance with Article 10 of the General Conditions.

BIDDER hereby agrees to commence Work under this Contract on or before a date to be specified in a Notice to Proceed and to have the project substantially complete and functioning within **240** consecutive calendar days and to fully complete and close out the project within **270** consecutive calendar days respectively. BIDDER further agrees that time is of the essence. BIDDER accepts the provisions of the Contract as to liquidated damages, the sum of \$200 for each consecutive calendar day beyond the substantial completion date in the event of failure to substantially complete the Work, and the sum of \$200 for each consecutive calendar day beyond the fully complete date in the event of failure to fully complete and close out the Work on time.

BIDDER acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of his Bid.

ADDENDUM NO.	DATE RECEIVED	ADDENDUM NO.	DATE RECEIVED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following documents are attached to and made a condition of this Bid.

1. Bid Security in the amount of _____ Dollars
(\$ _____).

The BIDDER by submittal of this Bid agrees with the OWNER that the amount of the Bid Security deposited with the Bid fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the BIDDER to fulfill his agreements as provided in this proposal.

2. Required statement of BIDDER's experience with supporting data.
3. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

The terms used in this Bid, which are defined in the General Conditions of the Contract, have the meanings assigned to them in the General Conditions of the Contract.

BIDDER agrees that the OWNER reserves the right to delete the whole or any part of the Project from the Contract.

BIDDER understands that the OWNER reserves the right to reject any or all bids for any reason deemed advisable by the OWNER and to waive any informalities in the Bidding.

The undersigned agrees, upon receipt of written notice of the acceptance of this Bid, to execute the Contract for construction in accordance with the Bid as accepted and to furnish Bonds and Certificates of Insurance in accordance with the requirements of the Contract Documents. The official business address of the BIDDER to whom all correspondence relative to this Bid may be mailed or delivered is:

The undersigned, intending to be legally bound, agrees that this proposal shall be irrevocable, and shall remain subject to OWNER's acceptance for ninety (90) days after date set for bid opening.

Respectfully Submitted on _____, 2005

BIDDER:

BIDDER'S PROPOSAL
CONTRACT 2C – KY 20, PETERSBURG ROAD

Item No.	Item Description	Quantity	Unit Price	Item Bid Amount
1	8" Ductile Iron Pipe Special Thickness Cl. 50 and all Fittings and Bends with Blocking and Polywrap	17,400 LF		
2	6" Fire Hydrant Assembly Complete, including 6" Resilient Seated Gate Valve & Valve Box, 6" D.I. Anchoring Coupling, Blocking and Necessary Fittings (High Pressure or Reg. Pressure as shown)	29 EA		
3	6" Fire Hydrant Stub, including 6" Resilient Seated Gate Valve & Valve Box	4 EA		
4	8" Valve w/ Valve Box	22 EA		
5	12" Tee/Bend/Reducer	2 EA		
6	Connection to Existing Water Line	1 EA		
7	Jack and Bore	50 LF		
8	Restoration (Lawn, Driveways, Drainage, Mail Boxes, Open Cut Roads, etc, w/Contractor providing all materials.)	17,400 LF		
9	Erosion Sedimentation Control (ESC)	Lump Sum		
	Total Bid Amount Items 1 through 9.			

CONTRACT 2C

Total Amount Bid: _____

_____ Dollars and

_____ Cents (\$ _____)

(Bid Amount is to be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.)

The above prices shall include all labor, materials, sales tax, overhead, profit, insurance and other costs necessary to cover the finished work of the several kinds called for. Changes in work shall be processed in accordance with Article 10 of the General Conditions.

BIDDER hereby agrees to commence Work under this Contract on or before a date to be specified in a Notice to Proceed and to have the project substantially complete and functioning within **150** consecutive calendar days and to fully complete and close out the project within **180** consecutive calendar days respectively. BIDDER further agrees that time is of the essence. BIDDER accepts the provisions of the Contract as to liquidated damages, the sum of \$200 for each consecutive calendar day beyond the substantial completion date in the event of failure to substantially complete the Work, and the sum of \$200 for each consecutive calendar day beyond the fully complete date in the event of failure to fully complete and close out the Work on time.

BIDDER acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of his Bid.

ADDENDUM NO.	DATE RECEIVED	ADDENDUM NO.	DATE RECEIVED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following documents are attached to and made a condition of this Bid.

1. Bid Security in the amount of _____ Dollars (\$ _____).

The BIDDER by submittal of this Bid agrees with the OWNER that the amount of the Bid Security deposited with the Bid fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the BIDDER to fulfill his agreements as provided in this proposal.

2. Required statement of BIDDER's experience with supporting data.
3. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

The terms used in this Bid, which are defined in the General Conditions of the Contract, have the meanings assigned to them in the General Conditions of the Contract.

BIDDER agrees that the OWNER reserves the right to delete the whole or any part of the Project from the Contract.

BIDDER understands that the OWNER reserves the right to reject any or all bids for any reason deemed advisable by the OWNER and to waive any informalities in the Bidding.

The undersigned agrees, upon receipt of written notice of the acceptance of this Bid, to execute the Contract for construction in accordance with the Bid as accepted and to furnish Bonds and Certificates of Insurance in accordance with the requirements of the Contract Documents. The official business address of the BIDDER to whom all correspondence relative to this Bid may be mailed or delivered is:

The undersigned, intending to be legally bound, agrees that this proposal shall be irrevocable, and shall remain subject to OWNER's acceptance for ninety (90) days after date set for bid opening.

Respectfully Submitted on _____, 2005

BIDDER:

**BIDDER'S PROPOSAL
COMBINED BIDS**

BIDDER is invited to submit a Combined Bid of the Contracts for this water system extension project. BIDDER shall list below the Combined Bid for any two or more Contracts. The separate Contract Bids must be presented for the Combined Bid to be considered.

BIDDER is to present a Deduct Amount and the Combined Bid Amount for Combined Bids:

	Deduct Amount	Combined Bid Amount
Combined Bid #1: Contracts 2A + 2B/D	\$ _____	\$ _____
Combined Bid #2: Contracts 2A + 2C	\$ _____	\$ _____
Combined Bid #3: Contracts 2B/D + 2C	\$ _____	\$ _____
Combined Bid #4: Contracts 2A + 2B/D + 2C	\$ _____	\$ _____

The above prices shall include all labor, materials, sales tax, overhead, profit, insurance and other costs necessary to cover the finished work of the several kinds called for. Changes in work shall be processed in accordance with Article 10 of the General Conditions.

BIDDER hereby agrees to commence Work under this Contract on or before a date to be specified in a Notice to Proceed and to have the project substantially complete and functioning within **240** consecutive calendar days and to fully complete and close out the project within **270** consecutive calendar days respectively. BIDDER further agrees that time is of the essence. BIDDER accepts the provisions of the Contract as to liquidated damages, the sum of \$200 for each consecutive calendar day beyond the substantial completion date in the event of failure to substantially complete the Work, and the sum of \$200 for each consecutive calendar day beyond the fully complete date in the event of failure to fully complete and close out the Work on time.

BIDDER acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of his Bid.

ADDENDUM NO.	DATE RECEIVED	ADDENDUM NO.	DATE RECEIVED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following documents are attached to and made a condition of this Bid.

- Bid Security in the amount of _____ Dollars
 _____ Dollars
 (\$ _____).

The BIDDER by submittal of this Bid agrees with the OWNER that the amount of the Bid Security deposited with the Bid fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the BIDDER to fulfill his agreements as provided in this proposal.

2. Required statement of BIDDER's experience with supporting data.
3. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

The terms used in this Bid, which are defined in the General Conditions of the Contract, have the meanings assigned to them in the General Conditions of the Contract.

BIDDER agrees that the OWNER reserves the right to delete the whole or any part of the Project from the Contract.

BIDDER understands that the OWNER reserves the right to reject any or all bids for any reason deemed advisable by the OWNER and to waive any informalities in the Bidding.

The undersigned agrees, upon receipt of written notice of the acceptance of this Bid, to execute the Contract for construction in accordance with the Bid as accepted and to furnish Bonds and Certificates of Insurance in accordance with the requirements of the Contract Documents. The official business address of the BIDDER to whom all correspondence relative to this Bid may be mailed or delivered is:

The undersigned, intending to be legally bound, agrees that this proposal shall be irrevocable, and shall remain subject to OWNER's acceptance for ninety (90) days after date set for bid opening.

Respectfully Submitted on _____, 2005

BIDDER:

If BIDDER is:

An Individual

By _____
(Individual's Signature)

Doing business as: _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____

A Partnership

By _____
(Firm Name)

Doing business as: _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Officer Authorized to Sign)

(Title)

(CORPORATE
SEAL)

Attest _____
(Secretary)

License or Registration Number: _____

Business Address: _____

Phone No.: _____

A Joint Venture

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

Phone No.: _____

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

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 Commonwealth of Kentucky; that on the
_____ day of _____, 2005, the Board of Directors of said Corporation authorized and
approved a certain Proposal to **Boone County Fiscal Court** for the construction of certain improvements
for **Boone County Fiscal Court** by said Corporation and any Contract resulting there from, 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 _____, 2005.

(Signature)

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned _____

(Insert full name or legal title of Contractor and Address)

as Principal, and

(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Boone County Fiscal Court hereinafter called the Oblige, in the sum of _____, Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns to undertake the project known as:

BOONE COUNTY RURAL WATER PROJECT – PHASE II

CONTRACT(S) 2A or 2B/D or 2C

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____ 2005

PRINCIPAL

SURETY

By: _____

By: _____

Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

AFFIDAVIT OF NON-COLLUSION

Commonwealth of Kentucky

County of Boone

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 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 OWNER 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 who 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 _____, 2005.

(SEAL)

NOTARY PUBLIC

NOTE: THIS SECTION SHOULD BE FULLY COMPLETED WHETHER OR NOT YOU AS A VENDOR/CONTRACTOR OWN PROPERTY IN BOONE COUNTY

AFFIDAVIT OF NON-DELINQUENCY OF PERSONAL PROPERTY TAX

STATE OF _____)
)
COUNTY OF _____)

SS:

_____ being duly cautioned and sworn, states as follows:

1. That he is _____ of
(Title)

(Name of Contracting Party)

2. That _____ is not presently
(Name of Contracting Party) charged with any delinquent
personal property taxes on the general tax list of personal property of Boone County.

-OR-

1. That _____ is charged with
(Name of Contracting Party)
delinquent personal property tax on the general tax list of personal property of Boone
County. The amount of delinquent personal property tax due and unpaid including any
due and unpaid penalty and interest is:
\$

Further, affiant states not.

Affiant

Sworn to and subscribed in my presence this ____ day of
_____, 2005.

Notary Public

This instrument was prepared by _____.

Note to Fiscal Office: If any personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT

LICENSE TO DO BUSINESS IN KENTUCKY

Corporations not chartered in Kentucky shall attach hereto an affidavit executed by an officer of the corporation stating that the corporation has conformed with the provisions of the General Code of the Commonwealth of Kentucky and has obtained a certificate authorizing it to do business in the Commonwealth of Kentucky.

EXCEPTION SHEET

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate "none" below.

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

BIDDER'S INFORMATION AND EXPERIENCE

NOTE: This form is to be executed in ink or typed.

Bidder's Name

FOR: Contract(s) 2A, 2B/D, AND 2C
Boone County
Water System Extension

BIDDER'S
ADDRESS: _____

OWNER: Boone County Fiscal Court

BIDDER'S TELEPHONE
NUMBER: _____
DATE: _____

GENERAL

This section is to be submitted with the Bidding Documents at the time and place noted in the Invitation to Bidders.

PART 1 - LIST OF PERSONS INTERESTED IN BID

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

PART 2 - LIST OF PROPOSED SUBCONTRACTORS

NOTE: If the Bidder intends to sub-contract any of the work included in this Contract such as electrical, heating, plumbing, mechanical, structural, painting, roofing, or other work, he MUST list the firm name and address of each Sub-contractor he proposes to use for each of the various portions of the work. Failure to comply will make the bid incomplete and may make the entire proposal void. All work not listed below must be done by the Bidder with his own forces unless special permission is secured from the Owner to do otherwise.

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 - BIDDER'S QUALIFICATIONS

- A. Number of years in business as a contractor under present business name:_____.
- B. Number of years of experience in type of construction required for this project:_____.
- C. Have you ever been declared in default or failed to complete work awarded to you? If yes, where and why? _____.
- D. Have you ever been cited by a regulatory agency, for failure to comply with any of its contractual obligations? _____. If yes, where and why?
_____.

Project Name	Description of Work	Date Completed	Contract Amount	Owner/Contact Person	Phone No.

G. List similar project experience with references:

F. Bidder is to attach herewith evidence that he has suitable financial status to meet obligations incident to the Work.

No.	Description	Age

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

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
BOONE COUNTY CONSTRUCTION PROJECTS**

EQUAL OPPORTUNITY: during the performance of this contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate any employee or applicant for employment because of race, religion, color, sex, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the federal government setting forth the requirements of this Equal Opportunity clause.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the OWNER, advising the labor union or workers' representative of the CONTRACTOR'S commitments, under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by an appropriate agency of the federal government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the CONTRACTOR'S noncompliance with the Equal Opportunity conditions of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or order of the Secretary of Labor, or as provided by law.

G. The CONTRACTOR will include all of Clauses 1 through 7 inclusive in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The CONTRACTOR will take such action with respect to any Subcontract or purchase order as the appropriate agency of the federal government may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a

result of such direction by the appropriate agency of the federal government, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

H. Exemptions to the above Equal Opportunity conditions are Contracts and Subcontracts not exceeding \$10,000 and Subcontracts under which Work is performed outside the United States where no recruitment of workers within the United States is involved.

I. Unless otherwise provided, the above Equal Opportunity provisions are not required to be inserted in Subcontracts except for Subcontracts involving the performance of construction Work at the site of construction, in which case the provisions must be inserted in all such Subcontracts.

- END OF SECTION -

NOTICE OF AWARD

TO:

DATE:

You are hereby notified that Boone County Fiscal Court, herein called OWNER, has reviewed all Bids submitted for the construction of :

Boone County Rural Water Project Phase II

In accordance with the Contract Documents theretofore prepared by Tetra Tech, Inc. and that your Unit Price Bid in the amount of _____ Dollars (\$ _____), has been accepted, and that

OWNER intends to execute the Contract for this WORK, provided, however, that you first comply with the obligations of the successful Bidder set forth in the Instructions to Bidders, and subject to the provisions of the form of Agreement enclosed herewith and the proper punctual execution thereof by you. Acceptance by the OWNER is conditioned upon your compliance with those obligations, and the OWNER reserves the right to refrain from entering into or rescinding the Contract if those obligations are not complied with within the respective times specified.

Four (4) copies of the Contract (Agreement) and the Performance Bond are enclosed for your execution. All copies of these documents must be executed and dated by yourself and your Surety and returned within ten (10) calendar days to the OWNER at the following address:

Boone County Fiscal Court
Office of the Purchasing Agent
2950 Washington Street
Burlington, KY 41005

Subsequent to execution of the Contract by the OWNER, one copy of the Contract and Performance Bond will be returned to you.

Date: _____, 2005

BY:

CONTRACT

THIS CONTRACT (AGREEMENT), made this _____ day of _____, 2005, with the Boone County Fiscal Court, Boone County Administration Building, P.O. Box 900, 2950 Washington Street, Burlington, KY 41005, hereinafter called "Owner" and _____ doing business as a corporation hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

Boone County Rural Water Project Contract Phase II

hereinafter called the project, for the sum of _____ Dollars and _____ Cents, (\$ _____) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as its own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- A) Invitation to Bidders
- B) Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Security Bond
- E) Contract
- F) Contract Performance Bond
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) List of Subcontractors
- J) List of Suppliers
- K) Affidavit of Non-Delinquency of Personal Property Tax
- L) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- M) Wage Rate Determination
- N) Special Provision/Technical Specifications
- O) Proposal (Bid) Sheet
- P) Exception Sheet

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to have the project fully completed and functioning within 180 consecutive calendar days thereafter. Contractor also agrees to pay as liquidated damages, the sum of \$200,00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have ten calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subcontractants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subcontractants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subcontractants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

Boone County Rural Water Project Contract Phase II

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract (Agreement) in two counterparts, each of which shall be deemed an original on the date first above written.

BOONE COUNTY FISCAL COURT
(Owner)

ATTEST:

Name

(Seal)

ATTEST:

(Contractor)

By:

Name and Title

Approved as to Form:

Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)
hereinafter called

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

BOONE COUNTY, KENTUCKY
BOARD OF COMMISSIONERS
Boone County Administration Building
P. O. Box
2950 Washington Street
Burlington, KY 41005

hereinafter called OWNER, in the sum of _____ (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2005, a copy of which is hereto attached and made a part hereof for the construction of:

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.

(SEAL)

By

(Surety)

ATTEST:

(SEAL)

By

(Principal)

ATTEST:

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2005.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period(s), and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Auditor _____ Date _____

This is to certify that the amounts required to meet the obligations of this Contract has been lawfully approved for the purpose of same and is in the treasury of BOONE COUNTY or is in the process of collection to the credit of the appropriate fund and is free from any prior encumbrances.

CERTIFICATION OF AUDITOR

Prosecutor _____ Date _____

including the Invitation and Instructions to Bidders, the Special Provisions and Technical Specifications, Proposal, Bid Bond, Performance Bond, Contract, Insurance Certificates and the signatures affixed thereto, and that to the best of my knowledge and belief they constitute a valid and legal contract and are in proper legal form.

Boone County Rural Water Project Phase II

This is to certify that I have examined these Contract Documents, for the project referenced:

CERTIFICATION OF COUNTY ATTORNEY

BY: _____

this the _____ day of _____, 2005.

Receipt and acceptance of the above NOTICE TO PROCEED is hereby acknowledged by

ACCEPTANCE OF NOTICE TO PROCEED

TITLE: _____

BY: _____

You are hereby notified to commence WORK in accordance with the Contract dated _____, 2005, on or before _____, 2005, and you are to complete the WORK within 180 consecutive calendar days thereafter for contract 2C. The date of completion of all WORK is therefore _____, 2005.

TITLE: _____

BY: _____

You are hereby notified to commence WORK in accordance with the Contract dated _____, 2005, on or before _____, 2005, and you are to complete the WORK within 270 consecutive calendar days thereafter for contract 2B/2D. The date of completion of all WORK is therefore _____, 2005.

TITLE: _____

BY: _____

You are hereby notified to commence WORK in accordance with the Contract dated _____, 2005, on or before _____, 2005, and you are to complete the WORK within 180 consecutive calendar days thereafter for contract 2A. The date of completion of all WORK is therefore _____, 2005.

PROJECT: _____

Boone County Rural Water Project Phase II

TO: _____

DATE: _____

NOTICE TO PROCEED

CONTRACTOR'S AFFIDAVIT OF PROJECT COMPLETION

State of _____ County of _____

The undersigned, _____,

hereby represents that on _____ he/it was awarded a contract by Boone County Fiscal

Court to construct water mains in accordance with the terms and conditions of the contract titled, **Boone County Rural Water Project Phase II**; and the undersigned further represents that the subject work has now

been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all claims arising from the performance of the said contract, have been fully paid or satisfactorily settled; and that the undersigned has complied with the Kentucky Revised Statutes 337.510 to 33.550 including the latest amendments thereto. The undersigned further agrees that, if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by Boone County.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by Boone County.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of _____, 2005.

CONTRACTOR

BY _____

TITLE _____

Subscribed and sworn before me this _____ day of _____, 2005.

NOTARY PUBLIC

(SEAL)

BY _____

