

SPECIFICATIONS
FOR
NORTHERN KENTUCKY
WATER DISTRICT

Fort Thomas Treatment Plant
Filter Renovations

009-00255

May 2009

JUL 02 2009

NORTHERN KENTUCKY WATER DISTRICT
2835 Crescent Springs Road
P.O. Box 18640
Erlanger, Kentucky 41018



BURGESS & NIPLE

**Northern Kentucky Water District
FTTP Filter Renovations**

**Addendum No. 1
June 1, 2009**

- A. Scope.** Addendum No. 1 consists of Pages AD1-1 through AD1-2 and includes the following additions, clarifications, and changes to the specifications and drawings for this project.
- B. Specifications**
1. **Insert** the attached 44 pages of the “SUPPLEMENTAL GENERAL CONDITIONS FOR CLEAN WATER STATE REVOLVING FUND, DRINKING WATER STATE RELVOLVING FUND, EPA SPECIAL APPROPRIATIONS GRANTS” and insert the attached 11 pages of the “KENTUCKY FEDERALLY ASSISTED DRINKING WATER STATE REVOLVING FUND PLANS AND SPECIFICATIONS REVIEW CHECKLIST” into the CONTRACT FORMS division of the specifications.
 2. **Section 01 11 00 – Summary of Work**

Replace the second sentence in Article 3.1.A with these sentences: “From November 1 through May 1, a maximum of three filters shall be removed from service for renovation. No more than two filters from any one bank of six filters can be removed from service. Before or after the range of dates referenced hereinbefore, a maximum of one filter shall be removed from service for renovation.”
 3. **Section 01 32 33 – Construction Photographs**

Delete entirely the Qualified Photographer paragraph, Article 1.3.B.
 4. **Section 01 50 00 – Temporary Construction Services and Facilities**

Replace entirely Article 1.9.C with the following paragraph: “**Electric Power Service.** Electricity from the Owner’s existing distribution system shall be used without metering and without payment of user charges.”
 5. **Section 01 79 00 – Start-up, Demonstration, and Training**

Add to the end of the Operational Demonstration paragraph in Article 1.8.A: “The air scour blower shall require a 30 day duration demonstration period, whereas each renovated filter will require a 7 day duration demonstration period.”
 6. **Section 01 89 19 – Leakage Test and Disinfection**

Add to the end of Article 3.4.A.6: “Disposal of spent disinfection water shall be through the Owner’s backwash collection and storage system, provided the total chlorine residual of the entire discharge volume is no greater than 2 mg/L.”

C. Drawings

1. **Sheet 7 – FTTP Filter Building, South Basement Demolition Plan**

Remove hatching on two 20” valves, as all 20” valves on the 20” Wash Main will remain intact throughout the duration of the filter renovations project.

D. Clarifications

1. **Testing** for bacteriological presence and disinfection chlorine residual shall be provided by the Owner’s laboratory, provided the Contractor allows advanced notice of at least 24 hours and submits samples only on non-holiday workdays.
2. **Gypsum Infill Wall** replacement, which is identified by Coded Note 3 on Sheet 4 of the Drawings, is for walls only in the filter rooms. Replacement shall be the entire height of the filter room, where the existing infill wall intersects with the roof beam.
3. **Glass Storefront Wall**, which is identified by Coded Note 5 on Sheet 4 of the Drawings, can be temporarily removed, provided the Contractor covers the area previously occupied by the storefront with heavy plastic sheeting.

ACKNOWLEDGEMENT BY BIDDER. Each Bidder is required to acknowledge the receipt of this Addendum No. 1 in the space provided therefore in the Bid Form and to file same with and attached to the Bid.

NORTHERN KENTUCKY WATER DISTRICT

SUPPLEMENTAL GENERAL CONDITIONS
FOR
CLEAN WATER STATE REVOLVING FUND
DRINKING WATER STATE REVOLVING FUND
EPA SPECIAL APPROPRIATION GRANTS
(Drinking Water and Wastewater)

Project Name: _____

Project Number: _____

The attached instructions and regulations as listed below shall be incorporated into the Specifications and comprise Special Conditions.

	<u>Attachment No.</u>
SRF/EPA Special Provisions	1
Requirements for Sub-agreements Awarded by Prime Contractors	2
40 CFR 31.36 (Procurement)-grants only	3A
KRS Chapter 45A-Kentucky Model Procurement Code-loans only	3B
Equal Employment Opportunity (EEO) Documents:	
Notice of Requirement for Affirmative Action	4
Contract Specifications (Executive Order 11246)	5
EEO Goals for Region 4 Economic Areas	6
Special Notice #1 - Check List of EEO Documentation	7
Employer Information Report EEO-1 (SF 100)	8
Labor Standards Provisions for Federally Assisted Construction, EPA Form 5720-4	9
Certifications	
Debarment, Suspension and Other Responsibility Matters	10
Anti-lobbying	11
Region 4 Disadvantaged Business Enterprise (DBE)	12
Negotiated Rates as of October 1, 2006	13
Bonds and Insurance	14
Outlay Management Schedule	15
Storm Water General Permit	16
Wage Rates	17

EPA SPECIAL PROVISIONS

- a) The construction of the project shall conform to the applicable requirements for state, territorial and local laws and ordinances to the extent that such requirements do not conflict with Federal laws.
- b) The EPA shall have access to the site and the project.
- c) Any contract(s) awarded under this invitation for Bids are expected to be funded in part by a grant from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees are or will be a part to this Invitation for Bids or any resulting contract.
- d) The Method of Award is to the lowest responsible responsive bidder.
- e) A statement that the bidder must make positive efforts to use small and minority owned business and women business enterprises.

SRF SPECIAL PROVISIONS

- (a) Line crossings of all roads and streets shall be done in accordance with the Kentucky Transportation Cabinet requirements as may be set forth in the Special Conditions.
- (b) Construction is to be carried out so as to prevent by-passing of flows during construction unless a schedule has been approved by the State or EPA, whichever is applicable.
- (c) Siltation and soil erosion must be minimized during construction. All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. To apply, the contractor must submit the "Notice of Intent" form at least 48 hours prior to start of construction. See Attachment 16 for the "Notice of Intent" form.
- (d) Restore disturbed areas to original or better condition.
- (e) Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either DOW or EPA. Use of all such chemicals and disposal of residues shall be in conformance with instructions on the manufacturer's label.
- (f) The construction of the project, including the letting of contracts in connection therewith, shall conform to the applicable requirements of state, territorial, and local laws and ordinances to the extent that such requirements do not conflict with Federal laws and this subchapter.
- (g) The owner shall provide and maintain competent and adequate supervision and inspection.
- (h) The Kentucky Infrastructure Authority and Kentucky Division of Water shall have access to the site and the project work at all times.
- (i) In the event Archaeological materials (arrowheads, stone tools, stone axes, prehistoric and historic pottery, bottles, foundations, Civil War artifacts, and other types of artifacts) are uncovered during the construction of this project, work is to immediately cease at the location and the Kentucky Heritage Council shall be contacted. The telephone number is (502) 564-7005. Construction shall commence at this location until a written release is received from the Kentucky Heritage Council. Failure to report a find could result in legal action.

GRANT REQUIREMENTS FOR SUB-AGREEMENTS
AWARDED BY A PRIME CONTRACTOR

A contractor must comply with the following provisions in its award of sub-agreements. (This section does not apply to a supplier's procurement of materials to produce equipment, materials and catalog, off-the-shelf, or manufactured items.)

- (a) 40 CFR Part 32 (Debarment and Suspension Under EPA Assistance Programs);
- (b) The limitations and sub-agreement award in 40 CFR 31.35, and 31.36(i) (3,4,6,10,12) ;
- (c) The requirement for small, small rural, minority, women's and labor surplus area business in 40 CFR 31.36(e);
- (d) The specifications requirements of 40 CFR 31.36(c) (1);
- (e) The Federal cost principles in 40 CFR 31.22 and 31.36(f)(3);
- (f) The prohibited types of sub-agreements in 40 CFR 31.36(f)(4);
- (g) 40 CFR Part 34 (Anti-Lobbying under EPA Assistance Programs).

**TITLE 40--PROTECTION OF ENVIRONMENT
CHAPTER I--ENVIRONMENTAL PROTECTION AGENCY**

**PART 31--UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND
COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS**

Subpart C--Post-Award Requirements

Sec. 31.36 Procurement.

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub-grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards. (1) Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable federal law, the standards identified in this section, and if applicable, Sec. 31.38.

(2) Grantees and sub-grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and sub-grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub-grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and sub-grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and sub-grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and sub-grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and sub-grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and sub-grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.

Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and sub-grantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and sub-grantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub-grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub-grantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or sub-grantee unless the matter is primarily a

Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub-grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and sub-grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or sub-grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub-grantee.

(c) Competition. (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 31.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and sub-grantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features, which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used

as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerers shall be clearly stated; and

(ii) Identify all requirements which the offerers must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub-grantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub-grantees will not preclude potential bidders from qualifying during the solicitation period.

(5) Construction grants awarded under Title II of the Clean Water Act are subject to the following "Buy American" requirements in paragraphs (c)(5) (i)-(iii) of this section. Section 215 of the Clean Water Act requires that contractors give preference to the use of domestic material in the construction of EPA-funded treatment works.

(i) Contractors must use domestic construction materials in preference to nondomestic material if it is priced no more than 6 percent higher than the bid or offered price of the nondomestic material, including all costs of delivery to the construction site and any applicable duty, whether or not assessed. The grantee will normally base the computations on prices and costs in effect on the date of opening bids or proposals.

(ii) The award official may waive the Buy American provision based on factors the award official considers relevant, including:

(A) Such use is not in the public interest;

(B) The cost is unreasonable;

(C) The Agency's available resources are not sufficient to implement the provision, subject to the Deputy Administrator's concurrence;

(D) The articles, materials or supplies of the class or kind to be used or the articles, materials or supplies from which they are manufactured are not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities or satisfactory quality for the particular project; or

(E) Application of this provision is contrary to multilateral government procurement agreements, subject to the Deputy Administrator's concurrence.

(iii) All bidding documents, subagreements, and, if appropriate, requests for proposals must contain the following "Buy American" provision: In accordance with section 215 of the Clean Water Act (33 U.S.C. 1251 et seq.) and implementing EPA regulations, the contractor agrees that preference will be given to domestic construction materials by the contractor, subcontractors, materialmen and suppliers in the performance of this subagreement.

(d) Methods of procurement to be followed--(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other properties that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 31.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

- (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.
- (3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 - (ii) Proposals will be solicited from an adequate number of qualified sources;
 - (iii) Grantees and sub-grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
 - (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (v) Grantees and sub-grantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- (4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.
- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
- (A) The item is available only from a single source;
 - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (C) The awarding agency authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- (iii) Grantees and sub-grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.
- (e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
- (1) The grantee and sub-grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.
- (f) Contract cost and price.

(1) Grantees and sub-grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offerer is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and sub-grantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.

To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 31.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub-grantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub-grantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub-grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or sub-grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or sub-grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or sub-grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or sub-grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub-grantee that it is complying with these standards. A grantee or sub-grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub-grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A minimum bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

(Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C.

1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

(Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(j) Payment to consultants.

- (1) EPA will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by grantees or by a grantee's contractors or subcontractors to the maximum daily rate for a GS-18. (Grantees may, however, pay consultants more than this amount). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; grantees will pay these in accordance with their normal travel reimbursement practices. (Pub. L. 99-591).
- (2) Sub-agreements with firms for services which are awarded using the procurement requirements in this part are not affected by this limitation.
- (k) Use of the same architect or engineer during construction.
- (1) If the grantee is satisfied with the qualifications and performance of the architect or engineer who provided any or all of the facilities planning or design services for a waste-water treatment works project and wishes to retain that firm or individual during construction of the project, it may do so without further public notice and evaluation of qualifications, provided:
- (i) The grantee received a facilities planning (Step 1) or design grant (Step 2), and selected the architect or engineer in accordance with EPA's procurement regulations in effect when EPA awarded the grant; or
- (ii) The award official approves noncompetitive procurement under Sec. 31.36(d)(4) for reasons other than simply using the same individual or firm that provided facilities planning or design services for the project; or
- (iii) The grantee attests that:
- (A) The initial request for proposals clearly stated the possibility that the firm or individual selected could be awarded a sub-agreement for services during construction; and
- (B) The firm or individual was selected for facilities planning or design services in accordance with procedures specified in this section.
- (C) No employee, officer or agent of the grantee, any member of their immediate families, or their partners have financial or other interest in the firm selected for award; and
- (D) None of the grantee's officers, employees or agents solicited or accepted gratuities, favors or anything of monetary value from contractors or other parties to sub-agreements.
- (2) However, if the grantee uses the procedures in paragraph (k)(1) of this section to retain an architect or engineer, any Step 3 sub-agreements between the architect or engineer and the grantee must meet all of the other procurement provisions in Sec. 31.36.

[53 FR 8068 and 8087, Mar. 11, 1988, and amended at 53 FR 8075, Mar. 11, 1988; 60 FR 19639, 19644, Apr. 19, 1995; 66 FR 3794, Jan. 16, 2001]

KRS Chapter 45A
Kentucky Model Procurement Code

45A.075 Methods of awarding state contracts.

Except as otherwise authorized by law, all state contracts shall be awarded by:

- (1) Competitive sealed bidding, pursuant to KRS 45A.080; or
- (2) Competitive negotiation, pursuant to KRS 45A.085 and 45A.090 or 45A.180; or
- (3) Noncompetitive negotiation, pursuant to KRS 45A.095; or
- (4) Small purchase procedures, pursuant to KRS 45A.100.

Effective: June 24, 2003

History: Amended 2003 Ky. Acts ch. 98, sec. 4, effective June 24, 2003. -- Created 1978 Ky. Acts ch. 110, sec. 16, effective January 1, 1979.

45A.080 Competitive sealed bidding.

(1) Contracts exceeding the amount provided by KRS 45A.100 shall be awarded by competitive sealed bidding unless it is determined in writing that this method is not practicable. Factors to be considered in determining whether competitive sealed bidding is not practicable shall include:

- (a) Whether specifications can be prepared that permit award on the basis of best value; and
- (b) The available sources, the time and place of performance, and other relevant circumstances as are appropriate for the use of competitive sealed bidding.

(2) The invitation for bids shall state that awards shall be made on the basis of best value. In any contract which is awarded under an invitation to bid which requires delivery by a specified date and imposes a penalty for late delivery, if the delivery is late, the contractor shall be given the opportunity to present evidence that the cause of the delay was beyond his control. If it is the opinion of the purchasing officer that there is sufficient justification for delayed delivery, the purchasing officer may adjust or waive any penalty that is provided for in the contract.

(3) Adequate public notice of the invitation for bids shall be given a sufficient time prior to the date set forth for the opening of bids. The notice may include posting on the Internet or publication in a newspaper or newspapers of general circulation in the state as determined by the secretary of the Finance and Administration Cabinet not less than seven (7) days before the date set for the opening of the bids. The provisions of this subsection shall also apply to price contracts and purchase contracts of state institutions of higher education.

(4) Bids shall be opened publicly at the time and place designated in the invitation for bids. At the time the bids are opened, the purchasing agency shall announce the agency's engineer's estimate, if applicable, and make it a part of the agency records pertaining to the letting of any contract for which bids were received. Each bid, together with the name of the bidder and the agency's engineer's estimate, shall be recorded and be open to public inspection. Electronic bid opening and posting of the required information for public viewing shall satisfy the requirements of this subsection.

(5) The contract shall be awarded by written notice to the responsive and responsible bidder whose bid offers the best value.

(6) Correction or withdrawal of bids shall be allowed only to the extent permitted by regulations issued by the secretary.

Effective: July 14, 2000

History: Amended 2000 Ky. Acts ch. 509, sec. 1, effective July 14, 2000. -- Amended 1998 Ky. Acts ch. 120, sec. 10, effective July 15, 1998. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 27, effective May 30, 1997. -- Amended 1996 Ky. Acts ch. 60, sec. 2, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 278, sec. 1, effective July 15, 1994. -- Amended 1982 Ky. Acts ch. 282, sec. 1, effective July 15, 1982. -- Amended 1979 (1st Extra. Sess.) Ky. Acts ch. 9, sec. 1, effective February 10, 1979. -- Created 1978 Ky. Acts ch. 110, sec. 17, effective January 1, 1979.

45A.085 Competitive negotiation.

(1) When, under administrative regulations promulgated by the secretary or under KRS 45A.180, the purchasing officer determines in writing that the use of competitive sealed bidding is not practicable, and except as provided in KRS 45A.095 and 45A.100, a contract may be awarded by competitive negotiation.

(2) Adequate public notice of the request for proposals shall be given in the same manner and circumstances as provided in KRS 45A.080(3).

(3) Contracts other than contracts for projects utilizing an alternative project delivery method under KRS 45A.180 may be competitively negotiated when it is determined in writing by the purchasing officer that the bids received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and for which each competitive bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate.

(4) Contracts for projects utilizing an alternative project delivery method shall be processed in accordance with KRS 45A.180.

(5) The request for proposals shall indicate the relative importance of price and other evaluation factors.

(6) Award shall be made to the responsible offerer whose proposal is determined in writing to be the most advantageous to the Commonwealth, taking into consideration price and the evaluation factors set forth in the request for proposals.

(7) Written or oral discussions shall be conducted with all responsible offerers who submit proposals determined in writing to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerers. Discussions need not be conducted:

(a) With respect to prices, where the prices are fixed by law or administrative regulation, except that consideration shall be given to competitive terms and conditions;

(b) Where time of delivery or performance will not permit discussions; or

(c) Where it can be clearly demonstrated and documented from the existence of adequate competition or prior experience with the particular supply, service, or construction item, that acceptance of an initial offer without discussion would result in fair and reasonable best value procurement, and the request for proposals notifies all offerers of the possibility that award may be made on the basis of the initial offers.

Effective: June 24, 2003

History: Amended 2003 Ky. Acts ch. 98, sec. 5, effective June 24, 2003. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 28, effective May 30, 1997. -- Amended 1979 (1st Extra. Sess.) Ky. Acts ch. 9, sec. 2, effective February 10, 1979. -- Created 1978 Ky. Acts ch. 110, sec. 18, effective January 1, 1979.

45A.090 Negotiation after competitive sealed bidding when all bids exceed available funds.

(1) In the event that all bids submitted pursuant to competitive sealed bidding under KRS 45A.080 result in bid prices in excess of the funds available for the purchase, and the chief purchasing officer determines in writing:

(a) That there are no additional funds available from any source so as to permit an award to the responsive and responsible bidder whose bid offers the best value; and

(b) The best interest of the state will not permit the delay attendant to a resolicitation under revised specifications, or for revised quantities, under competitive sealed bidding as provided in KRS 45A.080, then a negotiated award may be made as set forth in subsections (2) or (3) of this section.

(2) Where there is more than one (1) bidder, competitive negotiations pursuant to KRS 45A.085(3) shall be conducted with the three (3) (two (2) if there are only two (2)) bidders determined in writing to be the most responsive and responsible bidders, based on criteria contained in the bid invitation. Such competitive negotiations shall be conducted under the following restrictions:

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(a) If discussions pertaining to the revision of the specifications or quantities are held with any potential offerer, all other potential offerers shall be afforded an opportunity to take part in such discussions; and

(b) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of best value.

(3) Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder, a noncompetitive negotiated award may be made with such bidder in accordance with KRS 45A.095.

Effective: June 24, 2003

History: Amended 2003 Ky. Acts ch. 98, sec. 6, effective June 24, 2003. – Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 29, effective May 30, 1997. – Created 1978 Ky. Acts ch. 110, sec. 19, effective January 1, 1979.

45A.095 Noncompetitive negotiation.

(1) A contract may be made by noncompetitive negotiation only for sole source purchases, or when competition is not feasible, as determined by the purchasing officer in writing prior to award, under administrative regulations promulgated by the secretary of the Finance and Administration Cabinet or the governing boards of universities operating under KRS Chapter 164A, or when emergency conditions exist. Sole source is a situation in which there is only one (1) known capable supplier of a commodity or service, occasioned by the unique nature of the requirement, the supplier, or market conditions. Insofar as it is practical, no less than three (3) suppliers shall be solicited to submit written or oral quotations whenever it is determined that competitive sealed bidding is not feasible. Award shall be made to the supplier offering the best value. The names of the suppliers submitting quotations and the date and amount of each quotation shall be placed in the procurement file and maintained as a public record. Competitive bids may not be required:

(a) For contractual services where no competition exists, such as telephone service, electrical energy, and other public utility services;

(b) Where rates are fixed by law or ordinance;

(c) For library books;

(d) For commercial items that are purchased for resale;

(e) For interests in real property;

(f) For visiting speakers, professors, expert witnesses, and performing artists;

(g) For personal service contracts executed pursuant to KRS 45A.690 to 45A.725; and

(h) For agricultural products in accordance with KRS 45A.645.

(2) The chief procurement officer, the head of a using agency, or a person authorized in writing as the designee of either officer may make or authorize others to make emergency procurements when an emergency condition exists.

(3) An emergency condition is a situation which creates a threat or impending threat to public health, welfare, or safety such as may arise by reason of fires, floods, tornadoes, other natural or man-caused disasters, epidemics, riots, enemy attack, sabotage, explosion, power failure, energy shortages, transportation emergencies, equipment failures, state or federal legislative mandates, or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction, or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten the functioning of government, the preservation or protection of property, or the health or safety of any person.

(4) The Finance and Administration Cabinet may negotiate directly for the purchase of contractual services, supplies, materials, or equipment in bona fide emergencies regardless of estimated costs. The existence of the emergency shall be fully explained, in writing, by the head of the agency for which the purchase is to be made. The explanation shall be approved by the

secretary of the Finance and Administration Cabinet and shall include the name of the vendor receiving the contract along with any other price quotations and a written determination for selection of the vendor receiving the contract. This information shall be filed with the record of all such purchases and made available to the public. Where practical, standard specifications shall be followed in making emergency purchases. In any event, every effort should be made to effect a competitively established price for purchases made by the state.

Effective: July 15, 2002

History: Amended 2002 Ky. Acts ch. 344, sec. 9, effective July 15, 2002. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 30, effective May 30, 1997. -- Amended 1990 Ky. Acts ch. 496, sec. 4, effective July 13, 1990. -- Created 1978 Ky. Acts ch. 110, sec. 20, effective January 1, 1979.

45A.100 Small purchases.

(1) Procurements may be made in accordance with small purchase administrative regulations promulgated by the secretary of the Finance and Administration Cabinet, pursuant to KRS Chapter 13A, as follows:

(a) Up to ten thousand dollars (\$10,000) per project for construction and one thousand dollars (\$1,000) for purchases by any state governmental body, except for those state administrative bodies specified in paragraph (b) of this subsection; and

(b) Up to forty thousand dollars (\$40,000) per project for construction or purchases by the Finance and Administration Cabinet, state institutions of higher education, and the legislative branch of government.

(2) Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section. At least every two (2) years, the secretary shall review the prevailing costs of labor and materials and may make recommendations to the next regular session of the General Assembly for the revision of the then current maximum small purchase amount as justified by intervening changes in the cost of labor and materials.

(3) The secretary of the Finance and Administration Cabinet may grant to any state agency with a justifiable need a delegation of small purchasing authority, which exceeds the agency's small purchase limit, provided in subsection (1) of this section.

Delegations of small purchasing authority shall be granted or revoked by the secretary of the Finance and Administration Cabinet, in accordance with administrative regulations promulgated by the cabinet pursuant to KRS Chapter 13A. These administrative regulations shall establish, at a minimum, the criteria for granting and revoking delegations of small purchasing authority, including the requesting agency's past compliance with purchasing regulations, the level of training of the agency's purchasing staff, and the extent to which the agency utilizes the Kentucky Automated Purchasing System. The administrative regulations may permit the secretary of the Finance and Administration Cabinet to delegate small purchase procurements up to the maximum amount specified in subsection (1)(b) of this section.

Effective: July 15, 2002

History: Amended 2002 Ky. Acts ch. 320, sec. 2, effective July 15, 2002. -- Amended 2000 Ky. Acts ch. 225, sec. 1, effective July 14, 2000. -- Amended 1996 Ky. Acts ch. 60, sec. 1, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 323, sec. 1, effective July 15, 1994. -- Amended 1990 Ky. Acts ch. 496, sec. 5, effective July 13, 1990. -- Amended 1986 Ky. Acts ch. 384, sec. 1, effective July 15, 1986. -- Amended 1984 Ky. Acts ch. 384, sec. 1, effective July 13, 1984. -- Amended 1982 Ky. Acts ch. 282, sec. 2, effective July 15, 1982. -- Amended 1980 Ky. Acts ch. 242, sec. 1, effective July 15, 1980; and ch. 250, sec. 19, effective April 9, 1980.-- Created 1978 Ky. Acts ch. 110, sec. 21, effective January 1, 1979.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

The following excerpts are from 45 FR 65984 (October 3, 1980):

The minority and female goals apply to Federal and federally assisted construction contractors and subcontractors which have covered contracts. The goals are expressed as a percentage of the total hours worked by such a covered or subcontractor's entire onsite construction workforce, which is working on any construction site within a relevant area. The goal applies to each construction craft and trade in the contractor's entire workforce in the relevant area including those employees working on private non-federally involved projects.

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographic area. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply as follows:

- Goals for female participation in each trade.....6.9%
- Goals for minority participation in each trade.....Insert goals for each year
(see Attachment Number 6)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The following excerpts are from 45 FR 65977 (October 3, 1980):

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the covered area is (insert description of the geographical areas where the contract is to be performed giving the state, country, and city, if any).

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

EEO Specifications

Following is the standard language, which must be incorporated into all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

1. As used in these specifications:
 - (a) Covered Area means the geographical area described in the solicitation from which this contract resulted.
 - (b) Director means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take a good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7-a through p of these specifications. The goals set forth in the solicitation from which this contract resulted

are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensively as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7-b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with

all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative actions obligations (7 a through p). The efforts of a contractor association, joint contractor-union, contractor-community, of other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7 a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce

participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example: even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables for affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EEO Goals for Economic Areas in Region 4

Source: Appendix B-80 in 45 FR 65984 (October 3, 1980)

Kentucky:

056 Paducah, KY:	
Non-SMSA Counties	5.2
IL Hardin; IL Massac; IL Pope; KY Ballard; KY Caldwell; KY Calloway. KY Carlisle; KY Crittenden; KY Fulton; KY Graves; KY Hickman; KY Livingston; KY Lyon. KY McCracken; KY Marshall.	
057 Louisville, KY:	
SMSA Counties:	
4520 Louisville, KY-IN	11.2
IN Clark; IN Floyd; KY Bullitt; KY Jefferson; KY Oldham.	
Non-SMSA Counties	9.6
IN Crawford; IN Harrison; IN Jefferson; IN Orange; IN Scott; IN Washington; KY Breckinridge; KY Grayson; KY Hardin; KY Hart; KY Henry; KY Larue; KY Marion; KY Meade; KY Nelson; KY Shelby; KY Spencer; KY Trimble; KY Washington.	
058 Lexington, KY	
SMSA Counties	
4280 Lexington-Fayette, KY	10.8
KY Bourbon; KY Clark; KY Fayette; KY Jessamine; KY Scott; KY Woodford.	
Non-SMSA Counties	7.0
KY Adair KY Anderson; KY Bath; KY Boyle; KY Breathitt; KY Casey; KY Clay; KY Estill; KY Franklin- KY Garrard; KY Green; KY Harrison- KY Jackson; KY Knott; KY Lee; KY Leslie; KY Letcher; KY Lincoln; KY Madison; KY Magoffin; KY Menifee; KY Mercer; KY Montgomery; KY Morgan. KY Nicholas; KY Owsley; KY Perry; KY Powell; KY Pulaski; KY Rockcastle; KY Russell; KY Taylor; KY Wolfe.	

**CHECK LIST OF EEO DOCUMENTATION FOR BIDDERS
ON GRANT/LOAN CONSTRUCTION
(Required by Executive Order 11246 as amended)**

The low, responsive responsible bidder must forward the following items, in duplicate, to the owner no later than ten (10) days after bid opening. The owner shall have one (1) copy available for inspection by the Office of Federal Contracts Compliance within 14 days after the bid opening. The web site for the OFCC is http://www.dol.gov/esa/ofcp_org.htm.

1. Project Number. Project Location. Type of Construction.
2. Proof of registration with the Joint Reporting Commission. (See Attachment Number 8.)
3. Copy of Affirmative Action Plan of contractor. Indicate company official responsible for EEO.
4. List of current construction contracts, with dollar amount. List contracting Federal Agency, if applicable.
5. Statistics concerning company percent workforce, permanent and temporary, by sex, race, trade, handicapped, and age. 40 CFR Part 7.
6. List of employment sources for project in question. If union sources are utilized, indicate percentage of minority membership within the union crafts.
7. Anticipated employment needs for this project, by sex, race and trade, with estimate of minority participation in specific trades.
8. List of subcontractors (name, address and telephone) with dollar amount and duration of subcontract. Subcontractor contracts over \$10,000 must submit items 1- 8. The following information must be provided for all supplier contracts regardless of contract size: name of company, contact person, address, telephone number, dollar value of the contract, and a list of the materials to be supplied to the prime contractor.
9. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
10. Contract Price. Duration of prime contract.
11. DBE Documents - See special instructions regarding use of Minority, and Women Owned, and Small Businesses.

Employer Information Report EEO-1

Under the direction of the US Equal Employment Opportunity Commission, the Joint Reporting Committee is responsible for the full-length, multi-phase processing of employment statistics collected on the Employer Information Report EEO-1. This report, also termed Standard Form 100, details the sex and race/ ethnic composition of an employer's work force by job category.

The Employer Information EEO-1 survey is conducted annually under the authority of Public Law 88-352, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. All employers with 15 or more employees are covered by Public Law 88-352 and are required to keep employment records as specified by Commission regulations. Based on the number of employees and federal contract activities, certain large employers are required to file an EEO-1 Report on an annual basis.

The EEO-1 Report must be filed by:

(A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private memberships clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who: (1) are not exempt as provided for by 41 CFR 60-1.5, (2) have 50 or more employees, and (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or (b) serve as depository of Government funds in any amount, or (c) is a financial institution which is an issuing an paying agent for U.S. Savings Bonds and Notes.

Only those establishments located in the District of Columbia and the 50 states are required to submit the EEO-1 Report. No Reports should be filed for establishments in Puerto Rico, the Virgin Islands or other American Protectorates.

When filing for the EEO-1 Report for the first time, go to the web site at: <http://www.mimdms.com/jrc.html> and select "Filing for the first time" from the box labeled INFORMATION. File out the electronic questionnaire to enter your company into Joint Reporting Committee (JRC) system. Once you have completed the registration process, you will be contacted on how to proceed with the EEO-1 Report. If you have previously registered with the JRC, follow their instructions to update your information.

Labor Standards Provisions For Federally Assisted Construction

Labor standards provisions applicable to contracts covering federally financed and assisted construction (29 CFR 5.5, Contract Provisions and Related Matters) that apply to EPA Special Appropriations Projects grants are:

(a)(4)(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(a)(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(a)(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (10) and such other clauses as the U.S. Environmental Protection Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(a)(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(b) Contractor Work Hours and Safety Standards Act. The Administrator, EPA shall cause or require the contracting officer to insert the following clauses set forth in paragraph (b)(1),(2),(3), and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by *Section 5.5(a) of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for unliquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Environmental Protection Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally- assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in section 5.1, the Administrator of EPA shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly worked, deductions made, and actual wages paid. Further, the Administrator of EPA shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the U.S. Environmental Protection Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

CERTIFICATIONS

Debarred Firms

All prime Construction Contractors shall certify that Subcontractors have not and will not be awarded to any firm that is currently on the EPA Master List of Debarred, Suspended and Voluntarily Excluded Persons in accordance with the provisions of 40 CFR 32.500(c). Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete the attached certification (Attachment Number 10) and submit to the owner with the bid proposal.

Anti-lobbying Certification

All prime Construction Contractors must certify (Attachment Number 11) that no appropriated funds were or will be expended for the purpose of lobbying the Executive or Legislative Branches of the Federal Government or Federal Agency concerning this contract (contract in excess of \$100,000). If the Contractor has made or agreed to make payment to influence any member of Congress in regard to award of this contract, a Disclosure Form must be completed and submitted to the owner with the bid proposal.

All prime Contractors must require all Subcontractors to submit the certification, which must also be submitted to the owner.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants,
Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TYPED NAME & TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

___ I am unable to certify to the above statements. My explanation is attached.

EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

Grant recipient responsibilities:

- Conduct an Availability Analysis and negotiate fair share objectives with EPA (§ 33.411), or adopt the fair share objectives of the oversight state agency revolving loan fund for comparable infrastructure. (§ 33.405(b)(3)).
- Include the Appendix A term and condition in each contract with a primary contractor (§ 3.106). The term and condition is included in the EPA Region 4 contract specifications insert *FEDERAL REQUIREMENTS AND CONTRACT PROVISIONS FOR SPECIAL APPROPRIATION ACT PROJECTS US ENVIRONMENTAL PROTECTION AGENCY, Region III, June 2008*.
- Employ the six Good Faith Efforts during prime contractor procurement (§ 33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
 - To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
 - To provide EPA form 6100-2 – *DBE Subcontractor Participation Form* to all DBE subcontractors (§ 33.302(e)).
 - To submit EPA forms 6100-3 – *DBE Program Subcontractor Performance Form* and 6100-4 – *DBE Program Subcontractor Utilization Form* with bid package or proposal. (§ 33.302 (f) and (g)).
 - To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
 - To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§ 33.302(b)).
 - To employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
 - To employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).

- Semiannually complete and submit to Charles Hayes, EPA Region 4 DBE Coordinator EPA form 5700-52A summarizing DBE participation achieved during the previous six months (§ 33.502).
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including documentation of its, and its prime contractors', good faith efforts (§ 33.501(a)).

Prime Contractor Responsibilities:

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
- Provide EPA form number 6100-2 – *DBE Program Subcontractor Participation Form* and form number 6100-3 – *DBE Program Subcontractor Performance Form* to each DBE subcontractor prior to opening of the contractor's bid or proposal (§ 33.302(e) and (f)).
- Complete EPA form number 6100-4 – *DBE Program Subcontractor Utilization Form* (§ 33.302(g)).
- Submit to recipient with its bid package or proposal the completed EPA form number 6100-4, plus an EPA form number 6100-3 for each DBE subcontractor used in the contractor's bid or proposal (§ 33.302(f) and (g)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§ 33.302(b)).
- Employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
- Employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Semiannually inform recipient of DBE participation achieved (§ 33.502).
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including documentation of its, and its prime contractors', good faith efforts (§ 33.501(a)).

Subcontractor Responsibilities:

- May submit EPA form 6100-2 – *DBE Subcontractor Participation Form* to Charles Hayes, EPA Region 4 DBE Coordinator (§ 33.302(e)).
- Must complete EPA form 6100-3 – *DBE Program Subcontractor Performance Form*, and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

SPAP Requirements:

Form	Requirement	Provided By:	Completed By:	Submitted To:
EPA Form 6100-2	Grant Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	EPA Region 4 DBE Coordinator Charles Hayes
EPA Form 6100-3	Grant Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	Grant Recipients as part of a bid or proposal package
EPA Form 6100-4	Grant Recipients required to have prime contractors complete the form	Grant Recipients	Prime Contractors	Grant Recipients as part of a bid or proposal package

SRF Requirements:

Form	Requirement	Provided By:	Completed By:	Submitted To:
EPA Form 6100-2	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	DOW Project Administrator
EPA Form 6100-3	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	Dow Project Administrator w/ ATA Package
EPA Form 6100-4	Recipients required to have prime contractors complete the form	Recipients	Prime Contractors	DOW Project Administrator w/ ATA Package
Pay Request DBE Form	Recipients required to have prime contractors complete the form	Recipients	Prime Contractors	DOW Project Administrator w/ EACH PAYMENT

DISADVANTAGED ENTERPRISE PARTICIPATION POLICY

PROJECT NAME: _____

BID DATE: _____

1. Name, address and telephone number of contact person on all DBE matters:

Prime Contractor's Name: _____
Contact Person: _____
Address: _____
Phone: _____
Cell Phone: _____
Email: _____
Total Contract Amount: _____

5. Total dollar amount/percent of contract of MBE participation:

6. Total dollar amount/percent of contract of WBE participation:

7. Certifications* for each subcontractor enclosed: Yes No

8. Subcontracts or letters of intent signed by both parties enclosed: Yes No

9. **List of MBE Subcontractors:**

Name: _____
Contact Person: _____
Address: _____
Phone: _____
Cell Phone: _____
Email: _____
Type of Contract: _____
Work to be Done: _____
Amount: _____

10. **List of WBE Subcontractors:**

Name: _____
Contact Person: _____
Address: _____
Phone: _____
Cell Phone: _____
Email: _____
Type of Contract: _____
Work to be Done: _____
Amount: _____

Attach Additional Sheets, If Necessary

*Self-certification: Self certification of MBE/WBE/DBE firms will NOT be accepted as a valid form of certification of MBE/WBE/DBE status.

Information concerning the efforts for obtaining subcontractor(s)

11. Information to be submitted by the bidder concerning good faith efforts taken

- a. Advertisements, etc.: List each publication in which an announcement or notification was placed and attach the tear sheet of each announcement from each publication

Name of publication: _____

Address: _____

Dates of advertisement: _____

Specific subcontract areas announced: _____

- b. List each DBE construction firm or supplier to which a letter of solicitation was sent or with whom negotiations were held.

Company name and phone number: _____

Area of Work Expertise: _____

Date of any follow-up call and person spoke to: _____

- c. Copies of returned envelopes.
- d. Copies of faxes sent.
- e. Copies of certified mail return receipts.
- f. Copies of letters or e-mails from solicited firms declining offer.
- g. Copy of bidders list (see sheet below):

REGION 4
DISADVANTAGED BUSINESS ENTERPRISE (DBE) NEGOTIATED RATES
(Subject to change - refer to grant award for specific fair share objectives)

KENTUCKY	
SRF Construction: (both programs)	0.70% MBE and 7.60% WBE
Equipment:	1.20% MBE and 1.10% WBE
Services:	1.20% MBE and 16.30% WBE
Supplies:*	3.70% MBE and 4.60% WBE

BONDS AND INSURANCE

The minimum requirements shall be as follows:

Bonding requirements for contracts of \$100,000 or less are contained in 40 CFR 31.36(h).

Bond requirements for contracts in excess of \$100,000 are:

- < Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a certified check or bid bond submitted with the bid;
- < Performance bond equal to 100 percent of the contract price, and
- < Payment bond equal to 100 percent of the contract price. Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

Insurance requirements are contained in the General Conditions of the contract. In addition to the other required insurance, the owner or the contractor, as appropriate, must acquire any flood insurance made available by the Federal Emergency Management Agency as required by 44 CFR Parts 59-79, if construction will take place in a flood hazard area identified by the Federal Emergency Management Agency. The owners requirements on Flood Insurance are contained in the Special Conditions Section of the Contracts Documents.

OUTLAY MANAGEMENT

The contractor must provide a contract progress schedule of percentage of work in place and costs against time; and a schedule of projected payments (cumulative) for construction and for the architectural/engineering contract when the contract is awarded. The payment schedule must be submitted, in a format similar to the attached sample, to the owner for forwarding to the State when the contract is awarded, and whenever actual payments on a project vary beyond -5 percent and +10 percent from the schedule, as determined by the grantee.

Contractor will be required to review each of these contract schedules during the month of June and to submit revised schedules, as necessary, no later than July 1st of each year.

CONSTRUCTION AND OUTLAY SCHEDULE

Project No.: _____

Applicant: _____

Contract Identification: _____

Description of Contract: _____

(INSTRUCTIONS FOR USE ON REVERSE SIDE)

SCHEDULE I - CONSTRUCTION SCHEDULE

Date for Advertisement: _____

Date for Opening Bids: _____

Pre-Construction Conference Date: _____

Date of Contract Award: _____

Contract Period: _____ days Projected Contract Completion Date: _____

Total Eligible Contract Amount: _____

Work Order Date: _____

Start Construction Date: _____

Contract Completed: _____

SCHEDULE II - CUMULATIVE OUTLAY SCHEDULE (55% EPA Share) - Projection
only for quarters that remain in the fiscal year (FY) plus cumulative
annual amount for the next FY.

Cum EPA Amount thru 1 st Qtr. Oct./Dec.:	\$ _____
Cum EPA Amount thru 2 nd Qtr. Jan./Mar.:	\$ _____
Cum EPA Amount thru 3 rd Qtr. Apr./June:	\$ _____
Cum EPA Amount thru 4 th Qtr. July/Sept.:	\$ _____
Cum EPA Amount for Next Fiscal Year:	\$ _____

INSTRUCTIONS (Construction and Outlay Schedules)

To insure timely achievement of the grant objectives the owner (grantee) must provide EPA with a grants activities schedule, contract construction schedules and corresponding payment outlay schedules for the grant and each contract under the grant. One copy of information similar to that showing the Construction and Outlay Schedule Form will be submitted for the grant schedule with the grant acceptance. A separate form will accompany each contract at time of contract award.

- A. The grant activities schedule shall depict the period from grant award through grant closeout and cover all major milestone date. The grant activities schedule shall include Schedule I information items as well as other appropriate items necessary to monitor the grant. Schedule II shall be filled out to estimate the cumulative (all construction and architectural/engineering contracts) payment schedule to be requested by the grantee from EPA during the grant period, and whenever actual outlays vary beyond -5% and +10% from the schedule.
- B. Individual contractor's construction schedules for each contract will be submitted to support the grant activities schedule. The Schedule I shall be submitted prior to date of advertisement of each contract and Schedule II along with the contractor's construction schedule shall be submitted seven (7) calendar days prior to the dates of the pre-construction conference. The contractor's construction schedule shall depict the contractor's plan for completing all contract requirements and show work placement in dollars versus contract time. Schedule II shall depict the contract payment outlay by month or quarter. The contract schedule will be coordinated with all parties at the pre-construction conference.

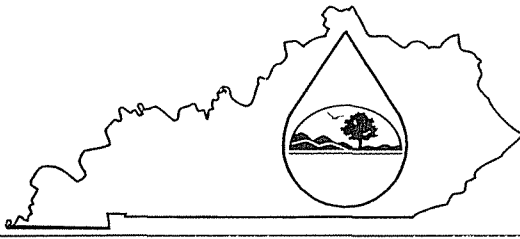
The grants activities schedule, contractor construction schedules, will be the basis for monitoring progress towards completion of the project. The schedules shall be maintained at the available for inspection and updated at least monthly. The schedules shall be revised to incorporate approved change orders as they occur.

All of the schedules will be submitted to the State Division of Water.

NOTICE OF INTENT

All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. The contractor must complete and submit the attached form at least 48 hours prior to start of construction to the address below:

Section Supervisor
Permits Support Branch
Surface Water Permits Branch
Kentucky Division of Water
14 Reilly Road, Frankfort Office Park
Frankfort, Kentucky 40601



Kentucky Pollutant Discharge Elimination System (KPDES)
 Notice of Intent (NOI)
 for Storm Water Discharges
 Associated with Industrial Activity Under the
 KPDES General Permit

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with industrial activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM (See Instructions on back)

I. Facility Operator Information

Name:		Phone:	
Address:		Status of Owner/Operator:	
City, State, Zip Code:			

II. Facility/Site Location Information

Name:			
Address:			
City, State, Zip Code:			
County:			
Latitude: (degrees/minutes/seconds)		Site Longitude: (degrees/minutes/seconds)	

III. Site Activity Information

MS4 Operator Name:						
Receiving Water Body:						
Are there existing quantitative data?	Yes <input type="checkbox"/>	If Yes, submit with this form.				
	No <input type="checkbox"/>					
SIC or Designated Activity Code Primary		2 nd		3 rd		4 th
If this facility is a member of a Group Application, enter Group Application Number:						
If you have other existing KPDES Permits, enter Permit Numbers:						

IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY

Project Start Date:		Completion Date:	
Estimated Area to be disturbed (in acres):			
Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed or Typed Name:	
------------------------	--

Signature:

Date:

Kentucky Pollutant Discharge Elimination System (KPDES)
Instructions
Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity
To Be Covered Under The KPDES General Permit

WHO MUST FILE A NOTICE OF INTENT (NOI) FORM

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the Storm Water Contact, Industrial Section, Kentucky Division of Water at (502) 564-3410.

WHERE TO FILE NOI FORM

NOIs must be sent to the following address:

Section Supervisor
Inventory & Data Management Section
KPDES Branch, Division of Water
Frankfort Office Park
14 Reilly Road
Frankfort, KY 40601

COMPLETING THE FORM

Type or print legibly in the appropriate areas only. If you have any questions regarding the completion of this form call the Storm Water Contact, Industrial Section, at (502) 564-3410.

SECTION I - FACILITY OPERATOR INFORMATION

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same as the name of the facility. The responsible party is the legal entity that controls the facility's operation, rather than the plant or site manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Enter the appropriate letter to indicate the legal status of the operator of the facility.

F = Federal M = Public (other than federal or state)
S = State P = Private

SECTION II - FACILITY/SITE LOCATION INFORMATION

Enter the facility's or site's official or legal name and complete street address, including city, state, and ZIP code.

SECTION III - SITE ACTIVITY INFORMATION

If the storm water discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., municipality name, county name) and the receiving water of the discharge from the MS4. (A MS4 is defined as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is owned or operated by a state, city, town, borough, county, parish, district, association, or other public body which is designed or used for collecting or conveying storm water.)

If the facility discharges storm water directly to receiving water(s), enter the name of the receiving water.

Indicate whether or not the owner or operator of the facility has existing quantitative data that represent the characteristics and concentration of pollutants in storm water discharges.

If data is available submit with this form.

List, in descending order of significance, up to four 4-digit standard industrial classification (SIC) codes that best describe the principal products or services provided at the facility or site identified in Section II of this application.

If the facility listed in Section II has participated in Part 1 of an approved storm water group application and a group number has been assigned, enter the group application number in the space provided.

If there are other KPDES permits presently issued for the facility or site listed in Section II, list the permit numbers.

SECTION IV - ADDITIONAL INFORMATION REQUIRED FOR CONSTRUCTION ACTIVITIES ONLY

Construction activities must complete Section IV in addition of Sections I through III. Only construction activities need to complete Section IV.

Enter the project start date and the estimated completion date for the entire development plan.

Provide an estimate of the total number of acres of the site on which soil will be disturbed (round to the nearest acre).

Indicate whether the storm water pollution prevention plan for the site is in compliance with approved state and/or local sediment and erosion plans, permits, or storm water management plans.

SECTION V - CERTIFICATION

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner or the proprietor; or

For a municipality, state, Federal, or other public facility: by either a principal executive officer or ranking elected official.

WAGE RATES

Federal Davis-Bacon rates are not applicable for these funds. This determination applies only to the grant/loan portion of this project. Please contact the other funding sources, if applicable, for their requirements pertaining to federal wage rates. You must contact the Kentucky Labor Cabinet for determination of applicable state wages.

**KENTUCKY FEDERALLY ASSISTED DRINKING WATER STATE
REVOLVING FUND
PLANS AND SPECIFICATIONS REVIEW CHECKLIST**

Loan No./Loan Recipient: _____

Contract I.D./Name: _____

Project No.: _____

Design Firm _____

The information provided is accurate for the above referenced contract to the best of my knowledge and belief.

Design Engineer _____
Signature _____
Date _____

Please submit four copies of the plans and specifications with other forms at this time to the Division of Water. These plans and specifications must be sealed, signed and dated by a Professional Engineer and the title page must include the DOW loan number. When approved, the Division of Water will submit a copy of the state-stamped plans and specifications to the following:

Loan Recipient
Consultant

NOTE: When the project is advertised, a set of as-bid plans and specifications and a copy of the advertisement must be submitted to the Division of Water immediately.

Questions with (DOW) are to be completed by the Division of Water Engineer.

I have reviewed the information provided by the design engineer, verified the accuracy, and completed the (DOW) questions.

(DOW) Review Engineer _____
Signature _____
Date _____

FEDERALLY ASSISTED DRINKING WATER STATE REVOLVING FUND

PLANS AND SPECIFICATIONS REVIEW

Loan Recipient/No.: _____

Projected Sources of Funds

Source	Amount
_____	_____
_____	_____
_____	_____

Contract Period, Number of Days _____

Estimated Construction Amount(s) \$ _____
FADWSRF Eligible \$ _____
FADWSRF Non-eligible \$ _____

Description of proposed project in terms of type of treatment, flow capacity, and process unit for water treatment plants, length of waterlines, type of pipe, tanks and pump stations.

Yes No N/A

Does the eligible portion include:

- | | | | |
|--------------------------|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Demolition: Is it limited to that required for new construction? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Replacement of existing utilities: Is no "betterment" proposed? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Paving: Is it limited to the trench width and cutbacks? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Standby generators: Has justification been provided? |

The following items are considered ineligible for SRF projects. Are any of these included in the specifications:

- | | | | |
|-------------------------------------|--------------------------|--------------------------|-----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Bonus payments? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Immediately available hand tools? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Mowers, snow blowers, trimmers? |

Yes No N/A

- | | | | |
|-------------------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Replacement of facilities previously funded by EPA or SRF, which are still within the useful life unless EPA or SRF has approved abandonment? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Redundant facilities (unless required by state or federal reliability requirements)? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Routine maintenance items (oil, grease, filters, etc.)? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Utility vehicles/golf carts? |

List all FADWSRF ineligible items in the project.

Yes No N/A

(DOW)

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does DOW review engineer concur with the description of SRF ineligible items? |
|--------------------------|--------------------------|--------------------------|---|

(DOW)

- | | | | |
|--------------------------|-------------------------------------|--------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are the plans and specifications sealed, signed and dated by a professional engineer? |
|--------------------------|-------------------------------------|--------------------------|---|

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Are electric motors and components above the 100-year flood elevation? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Are buildings protected from the 100 year flood and usable at the 25 year flood level? |

Clearinghouse Comments

Yes No N/A

Loan Recipient has:

- | | | | |
|--------------------------|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Obtained Kentucky Department of Transportation encroachment permits? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Obtained determination from Kentucky Department for Labor that state labor laws are applicable, and if applicable, state wage rates and regulations are included in the specifications? Provide letter from Kentucky Labor Cabinet. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. If state labor laws apply, do specifications indicate overtime pay is required for work in excess of an 8-hour day? |

Yes No N/A

- | | | | | |
|--------------------------|-------------------------------------|--------------------------|-----|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. | State Wage Rate Number _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. | Obtained a release from the Kentucky Heritage Council and the State Historic Preservation Officer? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. | If the answer to #5 is no, are all survey report conditions incorporated in the plans and specifications? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. | Obtained a letter from the Kentucky Nature Preserves Commission indicating there are no species of plant, animal or sensitive natural areas monitored by the Commission in the project area? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. | If the answer to #7 is no, are all survey report conditions incorporated in the plans and specifications? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9. | If sludge is to be disposed of in a landfill, has the landfill operator provided a letter of intent? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. | If sludge is to be land-farmed, has Division of Waste Management approved the proposed site? (Note: Submit copy of approval letter.) |

GENERAL INFORMATION

- | | | | | |
|--------------------------|-------------------------------------|-------------------------------------|----|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. | Are permits to construct required from other Federal or State Agencies? If yes, indicate which Agencies.

_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. | Have the required permits been given? Provide the DOW with copies. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. | If the project includes work that will cumulatively disturb more than 200 linear feet of a blue line stream as shown on a USGS 7.5-min. topographic map, has an application for 401 certification been submitted to the DOW Water Quality Section? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. | If the project involves construction within a floodplain, including stream crossings, has an application for the appropriate permits been submitted to the DOW Floodplain Management Section? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. | If the loan recipient has requested to buy equipment and be exempt from sales tax, are the specifications written to accommodate this? |

Yes No N/A

- | | | | | |
|--------------------------|--------------------------|--------------------------|-----|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. | Does this project eliminate any existing water treatment plants? |
| (DOW) | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. | If value engineering (VE) was done (whether mandated or elected) are all adopted VE proposals incorporated in the plans and specs? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. | Have all required easements been obtained? |
| (DOW) | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9. | Has a site certificate been received? (Certificate required before construction starts) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. | If this proposed project includes a sludge lagoon system has the DOW Groundwater Section been contacted regarding the need for a groundwater protection plan? Is a plan required? Provide copies of correspondence. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 11. | If this project is a result of a DOW enforcement action, have all construction-related activities been addressed in the scope of work for this project? Notify the Division of Enforcement. |

ENVIRONMENTAL CONSIDERATIONS

- (DOW)**
- | | | | | |
|--------------------------|--------------------------|--------------------------|----|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. | Has an Environmental Impact Statement (EIS) been written on this project? NOTE: Not Environmental Assessment. |
|--------------------------|--------------------------|--------------------------|----|---|

- (DOW)**
- | | | | | |
|--------------------------|--------------------------|--------------------------|----|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. | If answer to No. 1 is no, was a CED or FONSI issued? |
|--------------------------|--------------------------|--------------------------|----|--|

- (DOW)**
- | | | | | |
|--------------------------|--------------------------|--------------------------|----|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. | If answer to No. 1 is yes, have all recommendations of the EIS been followed? |
|--------------------------|--------------------------|--------------------------|----|---|

OTHER

- (DOW)**
- | | | | | |
|--------------------------|--------------------------|--------------------------|----|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. | Have the technical specifications been written to assure the maximum competition? |
| | | | a. | No unjustified experience clause. |
| | | | b. | Use of brand name or equal. |

PROPOSAL

YES NO N/A

(DOW)

- | | | | | |
|--------------------------|-------------------------------------|-------------------------------------|----|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. | Have SRF eligible and ineligible items been separated? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. | Time of completion _____ days. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. | If the contract allows for substitution of equipment; has deductible alternates; or has bid alternates, is the method for determining the low bidder clearly indicated? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. | Has a base bid and any alternatives been specified? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. | Are there any special conditions on evaluating lump sum contract?
Please specify: _____ |

SPECIFICATIONS AND CONTRACT DOCUMENTS

***NOTE: (DOW) column in this Section is for the review engineer verification.**

INVITATION TO BID OR ADVERTISEMENT

- | *(DOW) | Section | Page | |
|--------------------------|---------|-------|---|
| <input type="checkbox"/> | _____ | _____ | 1. Time and place of Bid Opening. |
| <input type="checkbox"/> | _____ | _____ | 2. Where plans and specs may be obtained. |
| <input type="checkbox"/> | _____ | _____ | 3. Work to be performed. |
| <input type="checkbox"/> | _____ | _____ | 4. A statement bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and the Contract Work Hours Standard Act. |
| <input type="checkbox"/> | _____ | _____ | 5. A statement that bidders must comply with the President's Executive Order No. 11246 as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin. |
| <input type="checkbox"/> | _____ | _____ | 6. This project will be in compliance with Executive Order 11246 (Equal Employment Opportunity) as amended. |
| <input type="checkbox"/> | _____ | _____ | 7. A statement that the Contractor/Subcontractor will comply with 41 CFR 60-4, in regard to affirmative action, to insure equal opportunity to females and minorities and will apply the time tables and goal set forth in 41 CFR 60-4. |
| <input type="checkbox"/> | _____ | _____ | 8. A statement that the bidder will make positive efforts to use small, minority, women owned and disadvantaged businesses. |
| <input type="checkbox"/> | _____ | _____ | 9. A statement that the contract is being funded in part with a KIA FADWSRF loan. |
| <input type="checkbox"/> | _____ | _____ | 10. A statement that the award will be made to the lowest, responsive, responsible bidder. |

SUPPLEMENTAL GENERAL CONDITIONS

Have the Supplemental General Conditions (2009) been included in the specifications? _____.
If not, has the required wording/information from the referenced attachments been included:

*(DOW)	Section	Page	
<input type="checkbox"/>	_____	_____	1. Attachment No. 1 Special Provisions
<input type="checkbox"/>	_____	_____	2. Attachment No. 2 Requirements for Subagreements awarded by Prime Contractor
<input type="checkbox"/>	_____	_____	3. Attachment No. 3A Federal Procurement Code
<input type="checkbox"/>	_____	_____	4. Attachment No. 3B State Procurement Code
<input type="checkbox"/>	_____	_____	5. Attachment No. 4 through 8 EEO Documents
<input type="checkbox"/>	_____	_____	6. Attachment No. 9 Labor Provisions
<input type="checkbox"/>	_____	_____	7. Attachment No. 12 Debarment, Suspension and Other Responsibilities Certification
<input type="checkbox"/>	_____	_____	8. Attachment No. 11 Anti-Lobbying Certification
<input type="checkbox"/>	_____	_____	9. Attachment No. 12 & 13 Disadvantaged Business Enterprise Requirements and Rates
<input type="checkbox"/>	_____	_____	10. Attachment No. 14 Bonds and Insurance
<input type="checkbox"/>	_____	_____	11. Attachment No. 15 Outlay Management
<input type="checkbox"/>	_____	_____	12. Attachment No. 16 Notice of Intent for Storm Water Permit
<input type="checkbox"/>	_____	_____	13. Attachment No. 17 Wage Rates

DOW Engineer, copy Pages 10, 11 and 12 and give to SRF & SPAP Section Project Administrator)

AREAS OF WORK – DISADVANTAGED BUSINESS ENTERPRISE

Loan No./Loan Recipient: _____

Project Name: _____

Contact Person: _____

Address: _____

Phone No: _____

Consultant: _____

Contact Person: _____

Address: _____

Phone No.: _____

Contract No./Type: _____

Estimated Bid Date: _____

This contract will include the following work:

<u>General Construction</u>	<u>Check if Included</u>	<u>Estimated Cost</u>
Backhoe	<input type="checkbox"/>	_____
Concrete Construction	<input type="checkbox"/>	_____
Concrete Finishers	<input type="checkbox"/>	_____
Demolition	<input type="checkbox"/>	_____
Excavating	<input type="checkbox"/>	_____
General Construction	<input type="checkbox"/>	_____
Material Haulers	<input type="checkbox"/>	_____
Seeding	<input type="checkbox"/>	_____
Sodding	<input type="checkbox"/>	_____
Surveyors	<input type="checkbox"/>	_____
Pipe Layers	<input type="checkbox"/>	_____

	<u>Check if Included</u>	<u>Estimated Cost</u>
<u>Building Construction</u>		
Drywall	<input type="checkbox"/>	_____
Electrical Contractors	<input type="checkbox"/>	_____
Flooring	<input type="checkbox"/>	_____
HVAC	<input type="checkbox"/>	_____
Insulation	<input type="checkbox"/>	_____
Landscaping	<input type="checkbox"/>	_____
Masonry	<input type="checkbox"/>	_____
Painting Contractors	<input type="checkbox"/>	_____
Plaster	<input type="checkbox"/>	_____
Plumbing	<input type="checkbox"/>	_____
Roofing	<input type="checkbox"/>	_____
Sandblasting	<input type="checkbox"/>	_____
Sprinkler System Installation	<input type="checkbox"/>	_____
Wiring	<input type="checkbox"/>	_____
 <u>Roadway Construction</u>		
Asphalt Removal	<input type="checkbox"/>	_____
Guardrail Work	<input type="checkbox"/>	_____
Roadway and Right-of-Way Work	<input checked="" type="checkbox"/>	_____
 <u>Water Line Construction</u>		
Pipe Fabrication	<input type="checkbox"/>	_____
PVC or D.I. Pipe Supplier	<input checked="" type="checkbox"/>	_____
Water Line Work	<input type="checkbox"/>	_____
Water Valve Supplier	<input type="checkbox"/>	_____
Fire Hydrant Supplier	<input type="checkbox"/>	_____
 <u>Specialized Construction</u>		
Asbestos Removal	<input checked="" type="checkbox"/>	_____
Installation of Alarm Systems	<input type="checkbox"/>	_____
Safety Equipment Installation	<input type="checkbox"/>	_____
Steel Erecting and Tiering	<input type="checkbox"/>	_____
Installation of Telemetry	<input type="checkbox"/>	_____
 <u>Supplier</u>		
Construction Equipment Sales	<input type="checkbox"/>	_____
Glass Suppliers and Glazing	<input type="checkbox"/>	_____
Industrial Chemical Suppliers	<input type="checkbox"/>	_____
Industrial Equipment Suppliers	<input type="checkbox"/>	_____
Manufacturer - canopies, aluminum windows, and aluminum handrails	<input checked="" type="checkbox"/>	_____
Plumbing Suppliers	<input type="checkbox"/>	_____

<u>Supplier (Continued)</u>	<u>Check if Included</u>	<u>Estimated Cost</u>
Sheet Metal Manufacturer	<input type="checkbox"/>	_____
Steel Fabrication	<input type="checkbox"/>	_____
Steel Supplier	<input type="checkbox"/>	_____
Trucking	<input type="checkbox"/>	_____
Water Treatment Chemicals and Equipment	<input type="checkbox"/>	_____
Window Replacements	<input type="checkbox"/>	_____

1. Given the nature of the scope of work of this contract, is a DBE participation of 3 and 5 percent achievable?
 Yes No

DOW will send this checklist to the following agencies:

KPAP
Community Development Office
Cabinet for Economic Development
Capital Plaza Tower
Frankfort, Kentucky 40601

Office for Civil Rights & Small Business Development
Department of Transportation
200 Mero Street
Frankfort, Kentucky. 40622

- * Minority Economic Development Initiative
Hopkinsville-Christian County Economic Development Council
2800 Fort Campbell Boulevard
Hopkinsville, Kentucky 42240
Attn: Director

*For Projects West of Elizabethtown

**Northern Kentucky Water District
FTTP Filter Renovations**

**Addendum No. 2
June 8, 2009**

A. Scope. Addendum No. 2 consists of Pages AD2-1 through AD2-3 and includes the following additions, clarifications, and changes to the specifications and drawings for this project.

B. Specifications

1. **Section 01 33 00** – Submittals

Replace the “1” under the Owner heading of Article 3.3.A.1, Shop Drawings, with “2” (which results in the Minimum Number of Submittals being increased from “7” to “8”).

2. **Section 01 50 00** – Temporary Construction Services and Facilities

Delete the phrase “or acceptable previously used” from the first sentence of Article 2.1.A.

3. **Section 01 74 23** – Cleaning

Delete entirely Article 3.2.D.4.

4. **Section 01 79 00** – Start-up, Demonstration, and Training

Delete the phrase “for 30 consecutive days (720 hours)” at the end of the last sentence in Article 3.2.B.7.a.

Note that operational demonstration periods defined in Addendum 1, Item 5, will not preclude the Contractor from starting work on the next planned filter renovation in any particular filter bank, and the periods are only established for acceptance of the project prior to issuing the substantial completion certificate.

5. **Section 03 30 00** – Cast-In-Place Concrete

Delete entirely Article 1.3.E.

6. **Section 40 05 13** – Process Piping, General

Add to Article 2.2.A.3 the sentence “c. Bolts, nuts, and connection hardware for the gallery and filter box air piping shall be Type 304 stainless steel, suitable for use with the Type 304 and 304L stainless steel comprising the air piping and flanges. Use Type 304 stainless steel connection hardware for all SST to DIP or SST to CI interconnections, provided with proper insulating kits to prevent dissimilar metals contact.”

7. **Section 40 05 14** – Process Piping, Accessories

Add to Article 2.3.A the sentence “Bracing, supports, and hangers for the gallery and filter box air piping, valves, fittings, and appurtenances shall be fabricated from Type 304 or 304L stainless steel components.”

8. **Section 40 05 23** – Process Valves and Gates

Replace the “240, 3 phase” reference with the “208, single phase” reference in Article 2.3.B.2.d.

9. **Section 44 42 21** – Positive Displacement Blower

Add to Article 2.1.K the phrase “at three feet” after “80 dBA or less” in the first sentence.

C. **Drawings**

1. **Sheet 4** – FTTP Filter Building, First Floor Renovation Plan

Replace in Coded Note 2 the word “Repair” with “Replace” in the last sentence of the note.

Provide replacement infill walls (as noted in Coded Note 3) that are glass-fiber-surfaced gypsum sheathing board, which is material consisting of a noncombustible gypsum core incorporating a water-resistant material, surfaced on both face and back with inorganic glass fiber mats, with unsurfaced square edges, complying with ASTM C 79, and 1/2" in total thickness.

2. **Sheet 10** – FTTP Filter Building, Pipe Gallery Air Piping Plan

Note that Coded Note 9 applies only to the vicinity of Filters 4 and 10, as there are only two PLC cabinets on the first floor of the Filter Building, that receive conduits from the piping gallery.

Add insulation to all piping and fittings in the north end of the gallery, from the face of the wall (at the DIP/SST transition) to the 10x8” tees that are opposite of Filter 11 and 12. Terminate the insulation adjacent to the north flange of each tee.

Replace the 90-degree elbow in front of Filter 2 with a 10x10x8” tee and outlet assembly (consisting of a 10” plug valve with open/close electric actuator, silencer, and 3-ft long 10” diameter spool piece with rigid end pipe support connection to the concrete roof). The air outlet plug valve and spool piece shall match the requirements of the other valves and piping specified, and the silencer shall match those specified for the positive displacement air scour blower (per Article 2.1.L.3 of Section 44 42 21). Provide silencer and supports and connection hardware, isolate from stainless steel piping and support interconnection, and provide condensation drain per detail on Sheet 15. Provide conductors for electrical and control, as noted hereinbelow.

3. **Sheet 14** – FTTP Filter Building, Filter Box Renovation Details

Note that the angle (Coded Note 13) and shelf anchor (Coded Note 15) shall be sized and supplied by the filter underdrain supplier, complete with connection hardware. The angle shall run the entire length of the filter box face wall (the wall common with the pipe gallery) or as required by the filter underdrain supplier. Angle and connection hardware shall be Type 304 stainless steel.

4. **Sheet 18** – FTTP Filter Building, Pipe Gallery Electrical Plan

Add Coded Note 18: “18. Provide to outlet valve actuator 3#12, 1#12 ground in 3/4” conduit to Panel FCP2 circuit (1, 3, 5). Panel FCP2 is located on the first floor of the Filter Building.”

Add Coded Note 19: “19. Provide to outlet valve actuator 4#14, 1#14 ground in 3/4" conduit to PLC via new junction box. See Coded Note 7 this sheet.”

5. **Sheet 20** – Electrical Diagrams, Clarifier PLC CP-5

Add outlet valve to PLC output module point (39, 40) and add outlet valve run status in PLC input module, Point 37.

D. Clarifications

1. **Resident Project Representative** will not be full time for this project, will not impact extended shift work, and will not be provided with trailer office space.
2. **Electrical service** for the entire Filter Building is 208V. Motors, actuators, conductors, and soft start controller supplied for this project shall be compatible with this service voltage.
3. **Control sequence programming** will be conducted by the Owner, where the air scour blower will be energized during a certain period of time during the backwash cycle. Sequence of operation for the selected filter to be air scour backwashed will be the initiation of the air scour blower, which will occur simultaneously with the opening of the specific filter air line valve (from its normally-closed position) and the closing of the air supply system outlet valve (from its normally-open position). Termination of the air scour backwash cycle will result in the blower shutting down, as simultaneously the outlet valve opens and the specific filter valve closes.

ACKNOWLEDGEMENT BY BIDDER. Each Bidder is required to acknowledge the receipt of this Addendum No. 2 in the space provided therefore in the Bid Form and to file same with and attached to the Bid.

NORTHERN KENTUCKY WATER DISTRICT

**Northern Kentucky Water District
FTTP Filter Renovations**

**Addendum No. 3
June 9, 2009**

A. Scope. Addendum No. 3 consists of Page AD3-1 and includes the following additions, clarifications, and changes to the specifications for this project.

B. Specifications

1. **Section 00300 – Bid Form**

Replace page 00300-2 of the Bid Form with the page provided with this addendum. Note that the substantially complete total has been increased from 150 days to 210 days, and final completion has been increased to 240 days.

2. **Section 00500 – Agreement**

Replace page 00500-1 of the Bid Form with the page provided with this addendum. Note that the substantially complete total has been increased from 150 days to 210 days, and final completion total has been increased to 240 days.

ACKNOWLEDGEMENT BY BIDDER. Each Bidder is required to acknowledge the receipt of this Addendum No. 3 in the space provided therefore in the Bid Form and to file same with and attached to the Bid.

NORTHERN KENTUCKY WATER DISTRICT

- e. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.
 - f. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - g. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - h. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Bidder.
 - i. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. Bidder will complete the Work for the following price:

Lump Sum Bid of \$ _____ in numbers and _____
 _____ in words.

Lump Sum Bid shall include an allowance of \$12,000 for replacement of the wall tiles in the filter rooms, as noted on the Drawings. Contractor shall replace tiles as directed by the Owner, with Contractor-purchased or Owner-furnished tiles. Once all of the replacements are identified by the Owner, and the Contractor determines the cost of the tile replacement for each filter, the Contractor shall perform the replacement work. If the total cost for the wall tile replacement is different from the \$12,000 allowance, the contract sum shall be adjusted accordingly by change order.

6. Bidder agrees that the Work will be substantially complete within 210 calendar days, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 240 calendar days, after the date when the Contract Times commence to run as defined in the General Conditions

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above.

(Note: The following standard form will be used for preparation of the Agreement, after award of contract.)

Section 00500

AGREEMENT

THIS AGREEMENT is made and entered by and between the Northern Kentucky Water District (herein called Owner) and _____
(herein called Contractor).

Owner and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

Article 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of improvements to 12 existing filters and structures at the Fort Thomas Treatment Plant. The improvements include removing existing filter media and filter bottoms and installing new filter underdrains, new media, and a new blower and piping for air scour. The project will also include piping demolition and modifications to the existing walls in the filter building.

Article 2. ENGINEER.

The Project has been designed by Burgess & Niple, Inc., 312 Plum Street, Floor 12, Cincinnati, Ohio, 45202, who is referred to in the Contract Documents as Engineer. Engineer, and its duly authorized agents, are to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS, AND DAMAGES.

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.1. Contract Times. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Article 14 of the General Conditions within 240 days after the date when the Contract Times commence to run.

3.2. Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$750.00 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if

SPECIFICATIONS
FOR
NORTHERN KENTUCKY WATER DISTRICT

Fort Thomas Treatment Plant
Filter Renovations

May 2009

GOVERNING BODY

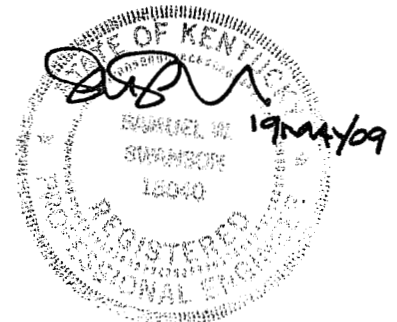
COMMISSIONERS

FRED MACKE, JR. - CHAIR
ANDREW C. COLLINS - VICE-CHAIR
JOE KOESTER - SECRETARY
DOUG WAGNER - TREASURER
PAT SOMMERKAMP - COMMISSIONER
FRANK JACKSON - COMMISSIONER

RON LOVAN - PRESIDENT/CEO

CHARLES PANGBURN - ATTORNEY

COMPILED BY:
Northern Kentucky Water District
2835 Crescent Springs Road
P.O. Box 18640
Erlanger, Kentucky 41018



**F T T P F I L T E R R E N O V A T I O N S
N O R T H E R N K E N T U C K Y W A T E R D I S T R I C T**

T A B L E O F C O N T E N T S

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**FTTP FILTER RENOVATIONS
NORTHERN KENTUCKY WATER DISTRICT**

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**FTTP FILTER RENOVATIONS
NORTHERN KENTUCKY WATER DISTRICT**

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BIDDING REQUIREMENTS

INVITATION TO BID

Date: May 21, 2009

PROJECT: Ft. Thomas Treatment Plant Filter Renovations

SEALED BIDS WILL BE RECEIVED AT:

Northern Kentucky Water District (Owner)
2835 Crescent Springs Road
P.O. Box 18640
Erlanger, Kentucky 41018

UNTIL: Date: June 11, 2009
Time: 2:00 p.m., local time

At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

The proposed Work is generally described as follows: Construction of improvements to 12 existing filters and structures at the Fort Thomas Treatment Plant. The improvements include removing existing filter media and filter bottoms, and installing new filter underdrains, new media, and a new blower and piping for air scour. The project will also include piping demolition and modifications to the existing walls in the filter building.

All Bids must be in accordance with the Instructions to Bidders and Contract Documents on file, and available for examination at: Northern Kentucky Water District, 2835 Crescent Springs Road, Erlanger, Kentucky, 41018; or Burgess & Niple, Inc., 312 Plum Street, Floor 12, Cincinnati, Ohio, 45202, phone: 513-579-0042.

Copies of the Bidding Documents may be obtained from Burgess & Niple, Inc. at the address indicated herein. Charges for all documents obtained will be made on the following basis:

	<u>Charge</u>
Complete set of Bidding Documents	\$ 125.00
Mailing and Handling (if requested)	\$ 15.00

Charges for Bidding Documents and mailing and handling, if applicable, will not be refunded.

Prospective Bidders may address written inquiries to Sam Swanson with Burgess & Niple (sswanson@burnip.com).

Bids will be received on a lump sum basis as described in the Contract Documents.

Bid security, in the form of a certified check or Bid Bond in the amount of ten percent (10%) of the maximum total bid price, must accompany each Bid.

The Successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance of the project and the payment of all bills and obligations arising from the performance of the Contract.

The Successful Bidder and all Subcontractors will be required to conform to the labor standards set forth in the Contract Documents. This project falls under the provisions of KRS 337.505 to 337.550 for prevailing wage rates.

The project advertised will be funded by the Kentucky Infrastructure Authority (KIA) through a Federally Assisted Drinking Water State Revolving Fund (DWSRF) Loan and Local Funds.

All Bidders must comply with the President's Executive Order 11246 (EEO) as amended.

All Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and the Contract Work Hours Standard Act, and 40 CFR, and 40 CFR 33.1016.

All Bidders must make positive efforts to use minority and women owned business (Goals: MBE = 3.0 percent; WBE = 5.0 percent). Bidders are directed to Attachment No. 11 of Section 00803 – KIA Supplemental Conditions for further information.

All Bidders, Contractors and Subcontractors must comply with 41 CFR 60-4, in regard to Affirmative Action, to ensure equal opportunity to females and minorities and will apply the timetables and goals set forth in 41 CFR 60-4 as applicable.

All Bidders must comply with OSHA (P.C. 91-596) and the Contract Work Hours and Safety Standards Act (P.E. 91-54).

Owner reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, incomplete, unbalanced, or conditional Bids, to waive informalities, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. Owner also reserves the right to negotiate with the apparent Successful Bidder to such an extent as may be determined by Owner.

A non-mandatory prebid conference will be held for prospective Bidders on May 29, 2009, at 9:30 a.m. at the Ft. Thomas Treatment Plant located at 700 Alexandria Pike, Ft. Thomas, Kentucky, 41075.

On request 72 hours in advance, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. Arrangements for site visits shall be made by calling Gary Long, Plant Supervisor, with the Northern Kentucky Water District at (859) 547-3262.

Minority Bidders are encouraged to bid.

Bids shall remain subject to acceptance for 90 days after the day of bid opening or for such longer period of time to which a Bidder may agree in writing upon request of the Owner. If a Contract is to be awarded, the Owner will give the Successful Bidder a Notice of Award during the period of time during which the Successful Bidder's bid remains subject to acceptance.

Bari L. Joslyn, V.P. Water Quality & Production
Northern Kentucky Water District

End of Section

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS. Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

2. COPIES OF CONTRACT DOCUMENTS. Complete sets of Contract Documents must be used in preparing Bids; Bidder shall have sole responsibility for errors or misrepresentations resulting from the use of incomplete sets of Contract Documents.

Owner and Engineer, in making copies of Contract Documents available, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS. Each Bidder must submit with its bid an experience record form (Section 00 45 13) with at least three projects listed that are similar to this project in size and scope. To further demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence such as financial data, previous experience, present commitments, subcontractor capabilities or experience, and such other data as may be requested by Owner. Bidders who have not, in the Owner's opinion, had sufficient experience in the size and type of work involved to be considered responsible Bidders will not be considered.

Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualifications prior to award of the Contract. The Contractor's state license number must be included where applicable. Each Bidder must be registered as a plan holder with the Issuing Office.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder, before submitting a Bid, to:

- a. thoroughly examine and study the Instructions to Bidders and the Contract Documents, including any Addenda and appendices;
- b. visit the Site and become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work;
- c. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work;
- d. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Contract Documents;
- e. correlate the information known to Bidder, information and observations obtained from visits to the Site, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents;

- f. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Contract Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- g. determine that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.01. Underground Facilities. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner or others, and Owner and Engineer disclaim responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.

4.02. Additional Information. Before submitting a Bid, each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to subsurface or physical conditions at or contiguous to the Site or otherwise, which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

On request 72 hours in advance, Owner will provide each Bidder access to the Site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations. Arrangements for Site visits shall be made by calling Gary Long, Plant Supervisor, with the Northern Kentucky Water District at (859) 547-3262.

4.03. Bidder's Representation. The submission of a Bid will constitute an incontrovertible representation and covenant by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the prevailing hourly wage rates for the area in which the Project is located, that Bidder has given Engineer prompt written notice of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. SITE AND OTHER AREAS. The Site is identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Contract Documents are to be submitted to Engineer in writing. Any interpretations or clarifications that are considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Contract Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. The person submitting questions shall be responsible for their prompt delivery. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the Contract Documents as deemed advisable by Owner or Engineer.

Owner and Engineer will not be responsible for explanations or interpretations of the Contract Documents except as issued in accordance herewith.

7. BID SECURITY. Each Bid must be accompanied by Bid security made payable without condition to Owner in an amount of 10 percent of Bidder's maximum Bid and in the form of a certified check or Bid Bond (on the form attached) issued by a surety meeting the requirements as set forth in the General Conditions and Supplementary Conditions.

Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and Bid security of that Bidder will be forfeited. Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or one day after the last day the Bids remain subject to acceptance, whereupon Bid security furnished by such Bidders will be returned.

8. CONTRACT TIMES. The numbers of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the Agreement.

10. SUBSTITUTE OR "OR-EQUAL" ITEMS. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Contract Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Contract Documents 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 the Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the Supplementary Conditions.

11. SUBCONTRACTORS, SUPPLIERS, AND OTHERS. Each Bidder shall submit with its Bid the name of all such Subcontractors, Suppliers, and other individuals and organizations proposed for those portions of the Work for which such identification is required. If, after due investigation, Owner or Engineer has reasonable objection to any proposed Subcontractor, Supplier, or other individual or entity, Owner or Engineer may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid. If the apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to another Bidder that proposes to use an acceptable Subcontractor, Supplier, or other individual or entity. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractors, Suppliers, or other individual or entity to whom the Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance as provided in the General Conditions. Preliminary acceptance of equipment listed by manufacturer's name shall not in any way constitute a waiver of the

specifications covering such equipment; final acceptance will be based on full conformity with the Contract Documents. Any Bid conditioned on furnishing equipment or materials which are not responsive to the Contract Documents will be rejected.

12. PREPARATION OF BID. The Bid Form is included with the Contract Documents and the Bid prices must be entered therein.

All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each lump sum bid item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered.

A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A Bid by an individual shall show the Bidder's name and official address.

A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

All names shall be typed or printed in ink below the signatures.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

The address, telephone number, and facsimile number for communications regarding the Bid shall be shown.

13. BASIS OF BID; EVALUATION OF BIDS. The lump sum price shall be based on the Work as indicated in the Contract Documents.

Bidders shall submit a Bid on a lump sum price basis.

Discrepancies between words and figures will be resolved in favor of the words.

14. SUBMITTAL OF BID. A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Bid Enclosed".

Bids shall be addressed to Owner at:

Northern Kentucky Water District
2835 Crescent Springs Road
P.O. Box 18640
Erlanger, Kentucky 41018

One complete and executed set of Contract Documents that contain the Bid Forms along with a "Non-Collusion Affidavit" and the Bid Bond and questionnaires, if requested, shall be submitted. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids may be returned unopened. Oral, telephone, facsimile, or telegraph Bids are invalid and will not receive consideration.

If included with the Contract Documents, Bidder shall prepare and submit with its Bid the Questionnaire listing the Suppliers and manufacturers of items of equipment and materials that Bidder proposes to furnish.

15. MODIFICATION AND WITHDRAWAL OF BIDS. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the date and time for the opening of Bids. If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.

16. OPENING OF BIDS. Bids will be opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE. All Bids will remain subject to acceptance for the period of time stated in the Bid form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. If the Contract is to be awarded, Owner will give Successful Bidder a Notice of Award within the number of days stated in the Bid Form. Should there be any reasons why the Contract cannot be awarded within the specified period, the time may be extended in writing by mutual agreement between the Owner and the Bidder.

18. AWARD OF CONTRACT. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, incomplete, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder which it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Owner to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate with the apparent Successful Bidder to such an extent as may be determined by Owner. The Owner also reserves the right to increase or decrease the quantities of Work per the General Conditions.

In evaluating Bids, Owner will consider the following:

1. Whether or not the Bid complies with the prescribed requirements, and provides such information or data as may be requested in the Bid Form or prior to the Notice of Award.

2. The qualifications of the Bidder and the qualifications of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. Owner may also consider operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.
3. If the Bidder maintains a permanent place of business.
4. If the Bidder has adequate personnel, plant and equipment to perform the Work properly and expeditiously.
5. Bidder's financial status to meet all obligations and incidentals to the Work.
6. Whether the Bidder has appropriate technical expertise and experience.
7. Bidder's performance record.
8. The amount of the Bid.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders to perform the Work in accordance with the Contract Documents.

19. CONTRACT SECURITY AND INSURANCE. Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by such Bonds and insurance certificates.

20. SIGNING OF AGREEMENT. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents identified in the Agreement as attached thereto. Within 15 days thereafter, the Successful Bidder shall sign, leaving the dates blank, and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 15 days thereafter, Owner shall deliver one fully signed counterpart to the Successful Bidder.

21. RETAINAGE. Provisions concerning retainage are set forth in the Agreement.

End of Section

EMPLOYMENT REQUIREMENTS AND WAGE RATES

R-1. GENERAL. This Contract shall be based upon payment by the Contractor and his Subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or type of workman engaged on the Work as determined by the Department of Labor of the Commonwealth of Kentucky.

The Contractor shall comply with the prevailing wage law of Kentucky, Kentucky Revised Statutes 337.510 to 337.550, including latest amendments thereto.

The Contractor and each Subcontractor shall keep accurate records indicating the hours worked each day by each employee in each classification of work and the amount paid each employee for his work in each classification. Such records shall be open to the inspection and transcript of the Commissioner of Labor or his duly authorized representatives at any reasonable time. These payroll records shall not be destroyed or removed from the state for one year following completion of the improvement.

The Contractor and each Subcontractor shall post and keep posted in a conspicuous place or places at the construction site a copy or copies of prevailing rates of wages and working hours as prescribed in these Contract Documents.

If, during the life of this Contract, the prevailing hourly rate of wages is changed by the Department of Labor, such change shall not be the basis of any claim by the Contractor against the Owner, nor will deductions be made by the Owner against sums due the Contractor by reason of any such change.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages.

Pursuant to Kentucky Revised Statute 337.540, no laborer, workman, mechanic, helper, assistant, or apprentice shall be permitted to work more than 8 hours in one calendar day, nor more than 40 hours in one week, except in cases of emergency caused by fire, flood, or damage to life or property. Whenever work in excess of 8 hours per day or 40 hours per week is required, payment for overtime shall be at not less than one and one-half times the prevailing rate of wages.

R-2. PREVAILING WAGES. The following wage rate schedule is the prevailing wage rate determination made by the Department of Labor of the Commonwealth of Kentucky on the designated date, and shall be a part of the Contract.



Steven L. Beshear
Governor

Daniel Mongiardo
Lieutenant Governor

KENTUCKY LABOR CABINET
DEPARTMENT OF WORKPLACE STANDARDS
DIVISION OF EMPLOYMENT STANDARDS,
APPRENTICESHIP & MEDIATION

1047 US Hwy 127 S - Suite 4
Frankfort, Kentucky 40601
Phone: (502) 564-3534
Fax (502) 564-2248
www.labor.ky.gov

J. R. Gray
Secretary

Mark S. Brown
Deputy Secretary

Michael L. Dixon
Commissioner

May 19, 2009

Amy Kramer
N KY Water District
2835 Crescent Springs Rd
Erlanger KY 41018

Re: N KY Water District, Ft. Thomas Treatment Plant Filter Renovations

Advertising Date as Shown on Notification: May 21, 2009

Dear Amy Kramer:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 2-24, dated April 27, 2009 for CAMPBELL County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 019-H-00341-09-2, Heavy/Highway

Sincerely,

Michael L. Dixon
Commissioner



KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY 24

CAMPBELL & PENDLETON COUNTIES

Determination No. CR-2-024 2009

Date of Determination: April 27, 2009

PROGRAM NO: 019-H-00341-09-2

_____ **BLDG** ___**xx**___ **HH**

This schedule of the prevailing rate of wages for Campbell & Pendleton Counties has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-2-024 2009.

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) hours per day, and/or in excess of forty (40) hours per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked.

Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

NOTE: The type of construction shall be determined by applying the following definitions:

BUILDING CONSTRUCTION

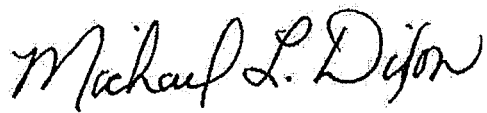
Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.

A handwritten signature in black ink that reads "Michael L. Dixon". The signature is written in a cursive style with a large, prominent "M" and "D".

Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

Determination No. CR-2-024 2009
April 27, 2009

CAMPBELL & PENDLETON COUNTIES:

ASBESTOS/INSULATION WORKERS:

Asbestos/Insulation Workers: (Includes application of all insulating materials, protective coverings, coatings & finishing to all types of mechanical systems):

BASE RATE	\$25.98
FRINGE BENEFITS	11.39

Hazardous Material Handler ((Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems):

BASE RATE	\$22.60
FRINGE BENEFITS	9.40

CAMPBELL & PENDLETON COUNTIES:

BOILERMAKERS:

BASE RATE	\$34.54
FRINGE BENEFITS	15.47

CAMPBELL & PENDLETON COUNTIES:

BRICKLAYERS:

Bricklayers, Caulkers, Cleaners, Pointers & Stonemasons:

BASE RATE	\$26.11
FRINGE BENEFITS	9.49

Refractory:

BASE RATE	\$26.61
FRINGE BENEFITS	9.49

Marble Setters, Terrazzo Workers & Tile Setters:

BUILDING

BASE RATE	\$26.37
FRINGE BENEFITS	9.39

Marble Terrazzo & Tile Finishers: BUILDING

BASE RATE	\$21.93
FRINGE BENEFITS	9.39

Marble Sanders, Polishers, Waxers, & Sawyers:

BUILDING

BASE RATE	\$22.00
FRINGE BENEFITS	9.39

Terrazzo Base Grinders (While operating base grinding machine):

BUILDING

BASE RATE	\$22.35
FRINGE BENEFITS	9.39

CAMPBELL & PENDLETON COUNTIES:

CARPENTERS:

Carpenters, Piledrivermen & Lathers:

BUILDING	BASE RATE	\$21.47
	FRINGE BENEFITS	9.67

Carpenters & Piledrivermen:	HEAVY & HIGHWAY	BASE RATE	\$25.80
		FRINGE BENEFITS	9.69

Divers:	HEAVY & HIGHWAY	BASE RATE	\$38.70
		FRINGE BENEFITS	9.69

CAMPBELL & PENDLETON COUNTIES:

CEMENT MASONS/CONCRETE FINISHERS:

BUILDING	BASE RATE	\$22.10
	FRINGE BENEFITS	8.95

HEAVY & HIGHWAY	BASE RATE	\$25.75
	FRINGE BENEFITS	8.60

CAMPBELL & PENDLETON COUNTIES:

ELECTRICIANS:

Electricians:	BASE RATE	\$26.11
	FRINGE BENEFITS	12.72

LINE CONSTRUCTION:

Lineman:	BUILDING	BASE RATE	\$28.30
		FRINGE BENEFITS	10.34

Equipment Operator:	BUILDING	BASE RATE	\$25.47
		FRINGE BENEFITS	9.78

Groundman:	BUILDING	BASE RATE	\$18.40
		FRINGE BENEFITS	8.38

SOUND & COMMUNICATION TECHNICIAN:	BASE RATE	\$20.45
	FRINGE BENEFITS	6.95

RATE AND FRINGE BENEFITS

ELEVATOR MECHANICS:	BASE RATE	\$36.24
	FRINGE BENEFITS	18.285

CAMPBELL & PENDLETON COUNTIES:

GLAZIERS:	BASE RATE	\$23.70
	FRINGE BENEFITS	10.35

CAMPBELL & PENDLETON COUNTIES:

IRONWORKERS:

Ornamental & Structural:	BASE RATE	\$25.22
	FRINGE BENEFITS	16.42

Fence Erector:	BASE RATE	\$22.70
	FRINGE BENEFITS	16.42

REINFORCING:

Beyond 30-mile radius of Hamilton County, OH Courthouse	BASE RATE	\$25.90
	FRINGE BENEFITS	16.00

Up to and including 30-mile radius of Hamilton County, OH Courthouse	BASE RATE	\$25.65
	FRINGE BENEFITS	16.00

CAMPBELL COUNTY:

LABORERS/BUILDING:

Building & Common Laborer, Asbestos Removal, Cement Mason Tender, Hand Operated Mechanical Mule, Mechanical Sweeper, Signaler, Flagger & Wrecking Laborer:

BUILDING	BASE RATE	\$23.05
	FRINGE BENEFITS	6.70

Bottom Man & Pipe Layer:	BUILDING	BASE RATE	\$23.15
		FRINGE BENEFITS	6.70

Skid Steer, Burning Torch Operator, Jackhammer, Air Spade, Chipping Hammer, Mechanical & Air Tamper Operator, Mechanical Concrete Buggy, Power Operated Mechanical Mule, Concrete Pump Hose Man, Vibrator Man, CERCLA Trained Hazardous Material Removal Levels A, B, C:

BUILDING	BASE RATE	\$23.20
	FRINGE BENEFITS	6.70

CAMPBELL COUNTY: LABORERS/ BUILDING:(Continued)

Bottom Jackhammer Man:	BUILDING	BASE RATE	\$23.25
		FRINGE BENEFITS	6.70
Tunnel laborer:	BUILDING	BASE RATE	\$23.55
		FRINGE BENEFITS	6.70
Gunnite Nozzle Operator:	BUILDING	BASE RATE	\$23.80
		FRINGE BENEFITS	6.70
Mason Tender:	BUILDING	BASE RATE	\$23.50
		FRINGE BENEFITS	6.70
PLASTERER TENDER:			
Mixer Pump Operator:	BUILDING	BASE RATE	\$18.45
		FRINGE BENEFITS	3.90
Tender:	BUILDING	BASE RATE	\$18.30
			3.90

LABORERS/HEAVY HIGHWAY:

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control:

HEAVY & HIGHWAY	*BASE RATE	\$25.02
	FRINGE BENEFITS	6.80

GROUP 2 - Skid Steer; Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B):

HEAVY & HIGHWAY	*BASE RATE	\$25.19
	FRINGE BENEFITS	6.80

CAMPBELL COUNTY: LABORERS/ HEAVY & HIGHWAY:(Continued)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker:

HEAVY & HIGHWAY	*BASE RATE	\$25.52
	FRINGE BENEFITS	6.80

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunitite Nozzle Person:

HEAVY & HIGHWAY	*BASE RATE	\$25.97
	FRINGE BENEFITS	6.80

***Signal Person will receive the rate equal to the rate paid the laborer classification for which he or she is signaling.**

PENDLETON COUNTY:

LABORERS/BUILDING:

GROUP 1 - Asbestos Abatement, Carpenter Tender, General, Concrete Pouring & Curing, Concrete Form Stripping & Wrecking, Hand Digging & Backfilling of Ditches, Clearing of Right-of-ways & Building Sites, Wood Sheeting & Shoring, Signalperson for Concrete Bucket, General Cleaning, Toxic Waste Removal, & Environmental Laborer – Nuclear, Radiation, Toxic & Hazardous Waste Level D:

BUILDING	BASE RATE	\$20.26
	FRINGE BENEFITS	7.95

GROUP 2 - Air Tool Operator, Air Track Drill, Asphalt Raker, Tamper, Batch Plant & Scale Man, Chain Saw, Concrete Saw, Electric Hand Grinder, Electric Bush & Chipping Hammer, Flagperson, Forklift Operator, Form Setter (Street or Highway), Gunnite, Hand Spiker, Introflax Burning Rod, Joint Maker, Mason Tender, Pipelayer, Plasterer Tender, Power Driven Georgia Buggy, Power Posthole Digger, Railroad, Sandblaster, Scow Man & Deck Hand, Signalperson, Sweeper & Cleaner Machine, Vibrator Operator, Walk Behind Trenching Machine, Mortar Mixer Machine, Water Pumpman, Metal Form Setter, Heater, Mesh Handler on walkways, Streets & Roadways (Outside Buildings), & Environmental Laborers – Nuclear, Radiation, Toxic & Hazardous Waste – Level C:

BUILDING	BASE RATE	\$20.66
	FRINGE BENEFITS	7.95

GROUP 3 - Gunnite Nozzleman & Gunnite Nozzle Machine Operator, Sand Blaster Nozzleman, Concrete or Grout Pumpman, & Plaster Pumpman:

BUILDING	BASE RATE	\$20.86
	FRINGE BENEFITS	7.95

PENDLETON COUNTY:

LABORERS/BUILDING: (Continued)

GROUP 4 - Powderman & Blaster, & Environmental Laborer -- Nuclear, Radiation, Toxic & Hazardous Waste -- Level B:

BUILDING	BASE RATE	\$20.96
	FRINGE BENEFITS	7.95

GROUP 5 - Caisson Hole (6 ft & over -- Pressure & Free Air Including Tools), Construction Specialist, & Environmental Laborer -- Nuclear, Radiation, Toxic & Hazardous Waste -- Level A:

BUILDING	BASE RATE	\$21.46
	FRINGE BENEFITS	7.95

GROUP 6 - Tunnel Man & Tunnel Sand Miner, Cofferdam (Pressure & Free Air), & Sand Hog or Mucker (Pressure or Free Air):

BUILDING	BASE RATE	\$21.76
	FRINGE BENEFITS	7.95

LABORERS/HEAVY HIGHWAY:

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup:

HEAVY & HIGHWAY	BASE RATE	\$19.86
	FRINGE BENEFITS	9.55

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller:

HEAVY & HIGHWAY	BASE RATE	\$20.11
	FRINGE BENEFITS	9.55

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster:

HEAVY & HIGHWAY	BASE RATE	\$20.16
	FRINGE BENEFITS	9.55

PENDLETON COUNTY: LABORERS/HEAVY & HIGHWAY: (Continued)

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Driller (All Types); Powderman & Blaster; Troxler & Concrete Tester if Laborer is Utilized:

HEAVY & HIGHWAY	BASE RATE	\$20.76
	FRINGE BENEFITS	9.55

CAMPBELL & PENDLETON COUNTIES:

MILLWRIGHTS:	BASE RATE	\$21.90
	FRINGE BENEFITS	7.92

CAMPBELL & PENDLETON COUNTIES:

OPERATING ENGINEERS/BUILDING:

GROUP 1 - Boom & Jib 250' & Over:

BUILDING	BASE RATE	\$29.79
	FRINGE BENEFITS	10.81

GROUP 2 - Boom & Jib Over 180' through 249':

BUILDING	BASE RATE	\$29.54
	FRINGE BENEFITS	10.81

GROUP 3 - Boom & Jib 150' through 180':

BUILDING	BASE RATE	\$29.04
	FRINGE BENEFITS	10.81

GROUP 4 - Master Mechanic:

BUILDING	BASE RATE	\$28.79
	FRINGE BENEFITS	10.81

GROUP 5 - Barrier Moving Machine; Boiler or Compressor Mounted on Crane (Piggy-Back Operation); Boom Truck (All Types); Cableway; Cherry Picker; Combination Concrete Mixer & Tower; All Concrete Pumps with Booms; Crane (All Types); Crane-Compact, Track or Rubber Over 4,000 lbs Capacity; Crane-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick (All Types); Dragline; Dredge (Dipper, Clam or Suction) 3 Man Crew; Elevating Grader or Euclid Loader; Floating Equipment; Forklift(rough terrain with winch/hoist) Grade-All; Helicopter Operator & Helicopter Winch Operator (Hoisting Builders Materials); Hoe (All Types); Hoist (Two or More Drums); Horizontal Directional Drill; Hydraulic Gantry (Lift System); Laser Finishing Machine; Laser Screed and Like Equipment; Lift Slab or Panel Jack; Locomotive (All Types); Maintenance Engineer (Mechanic and/or Welder); Mixer, Paving (Multiple Drum); Mobile Concrete Pump With Boom; Panelboard (All Types on Site); Pile Driver; Power Shovel; Prentice Loader; Rail Tamper (with Automatic Lifting & Aligning device); Rotary Drill (All) used on Caisson Work for Foundations & Substructure work; Side Boom; Slip Form Paver; Straddle Carrier (Building Construction on Site); Trench Machine (Over 24" Wide); & Tug Boat:

BUILDING	BASE RATE	\$28.54
	FRINGE BENEFITS	10.81

CAMPBELL & PENDLETON COUNTIES: OPERATING ENGINEERS/BUILDING (Continued):

GROUP 6 - Asphalt Paver; Bobcat-type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Bulldozer; C.M.I. Type Equipment; Endloader; Hydro Milling Machine; Kolman Type Loader (Dirt Loading); Lead Greaseman; Mucking Machine; Pettibone-Rail Equipment; Power Grader; Power Scoop; Power Scraper; Push Cat; Rotomill (All), Grinders & Planers of All Types & Vermeer Type Concrete Saw:

BUILDING	BASE RATE	\$28.42
	FRINGE BENEFITS	10.81

GROUP 7 - A-Frame; Air Compressor Pressurizing Shafts or Tunnels; Asphalt Roller (All); Bobcat-type and/or Skid Steer Loader with or without Attachments; Boiler (15 lbs. pressure & over); All Concrete Pumps without Booms & with 5" System; Forklift (Except Masonry); Highway Drills-All Types (with Integral Power); Hoist (One Drum); House Elevator (except those automatic call button controlled); Man Lift; Material Hoist/Elevator; Mud Jack; Pressure Grouting; Pump (Installing or Operating Well Points or other Type of Dewatering Systems); Pump (4" and over Discharge); Railroad Tie Inserter/Remover; Rotovator (Lime soil Stabilizer); Submersible Pump (4" and over Discharge); Switch & Tie Tamper (w/o lifting & aligning device); Trench Machine (24" & under); & Utility:

BUILDING	BASE RATE	\$27.38
	FRINGE BENEFITS	10.81

GROUP 8 - Ballast Relocator; Backfiller & Tamper; Batch Plant; Bar & Joint Installing Machine; Bull Floats; Burlap & Curing Machines; Clefplanes; Compressor on Building Construction; Concrete Mixer, Capacity more than one bag; Concrete Mixer, one bag capacity (side loader); All Concrete Pumps without Booms with 4" or Smaller System; Concrete Spreading Machine; Conveyor, used for handling building materials; Crusher; Deckhand; Drum Fireman in Asphalt Plant; Farm Type Tractor, Pulling Attachments; Finishing Machines; Form Trencher; Generator; Guniting Machine; Hydro-Seeder; Pavement Breaker (Hydraulic or Cable); Post Driver; Post Hole Digger; Pressure Pump (over 1/2" discharge); Road Widening Trencher; Roller (except Asphalt); Self-propelled Power Spreader; Self-propelled Sub-Grader; Shotcrete Machine; Tire Repairman; Tractor (Pulling Sheep Foot Roller or Grader); VAC/ALL; Vibratory Compactor (with Integral Power) & Welder:

BUILDING	BASE RATE	\$26.20
	FRINGE BENEFITS	10.81

GROUP 9 - Allen Screed Paver(concrete); Boiler (Less than 15 lbs. pressure); Crane-Compact, Track or Rubber under 4,000 lbs.; Directional Drill "Locator"; Inboard & Outboard Motor Boat Launch; Light Plant; Masonry Forklift; Oiler; Power Driven Heater (Oil Fired); Power Scrubber; Power Sweeper; Pump (Under 4" discharge); & Submersible Pump (Under 4" discharge):

BUILDING	BASE RATE	\$20.74
	FRINGE BENEFITS	10.81

OPERATING ENGINEERS/HEAVY HIGHWAY

Master Mechanic & Boom from 150 to 180:

HEAVY & HIGHWAY	BASE RATE	\$28.79
	FRINGE BENEFITS	10.81

CAMPBELL & PENDLETON COUNTIES: OPERATING ENGINEERS/HEAVY HIGHWAY: (Continued):

Boom from 180 & over:	HEAVY & HIGHWAY	BASE RATE	\$29.04
			10.81

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Grade-All; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator:

HEAVY & HIGHWAY	BASE RATE	\$28.54
	FRINGE BENEFITS	10.81

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw:

HEAVY & HIGHWAY	BASE RATE	\$28.42
	FRINGE BENEFITS	10.81

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines:

HEAVY & HIGHWAY	BASE RATE	\$27.38
	FRINGE BENEFITS	10.81

CAMPBELL & PENDLETON COUNTIES: OPERATING ENGINEERS/HEAVY HIGHWAY (Continued):

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power:

HEAVY & HIGHWAY	BASE RATE	\$26.20
	FRINGE BENEFITS	10.81

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS:

HEAVY & HIGHWAY	BASE RATE	\$20.74
	FRINGE BENEFITS	10.81

CAMPBELL & PENDLETON COUNTIES:

PAINTERS:

Brush; Roller; Paperhanging & Drywall Taping:
 BUILDING

BASE RATE	\$23.10
FRINGE BENEFITS	6.83

Spray: BUILDING

BASE RATE	\$23.60
FRINGE BENEFITS	6.83

Sandblasting; Waterblasting: BUILDING

BASE RATE	\$23.85
FRINGE BENEFITS	6.83

Lead Abatement: BUILDING

BASE RATE	\$24.10
FRINGE BENEFITS	6.83

Sign Painter & Erector: BUILDING

BASE RATE	\$17.57
FRINGE BENEFITS	4.55

CAMPBELL & PENDLETON COUNTIES: PAINTERS (Continued):

BRIDGES – GUARDRAILS – LIGHTPOLES – STRIPING:

Bridge/Equipment Tender and/or Containment Builder:			
	HEAVY & HIGHWAY	BASE RATE	\$20.49
		FRINGE BENEFITS	6.83
Brush & Roller:	HEAVY & HIGHWAY	BASE RATE	\$23.10
		FRINGE BENEFITS	6.83
Spray:	HEAVY & HIGHWAY	BASE RATE	\$23.60
		FRINGE BENEFITS	6.83
Sandblasting; Waterblasting:	HEAVY & HIGHWAY	BASE RATE	\$23.85
		FRINGE BENEFITS	6.83
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement:			
	HEAVY & HIGHWAY	BASE RATE	\$24.10
		FRINGE BENEFITS	6.83

CAMPBELL & PENDLETON COUNTIES:

PLASTERERS:	BUILDING	BASE RATE	\$20.65
		FRINGE BENEFITS	7.25

CAMPBELL & PENDLETON COUNTIES:

PLUMBERS & PIPEFITTERS:		BASE RATE	\$28.39
		FRINGE BENEFITS	14.30

CAMPBELL & PENDLETON COUNTIES:

ROOFERS (excluding metal roofs):			
Roofers:		BASE RATE	\$25.18
		FRINGE BENEFITS	10.30
Pitch:		BASE RATE	\$26.18
		FRINGE BENEFITS	10.30

CAMPBELL COUNTY:

SHEETMETAL WORKERS (including metal roofs):		BASE RATE	\$27.33
		FRINGE BENEFITS	14.66

PENDLETON COUNTY:

SHEETMETAL WORKERS (including metal roofs):	BASE RATE	\$29.20
	FRINGE BENEFITS	12.23

CAMPBELL & PENDLETON COUNTIES:

SPRINKLER FITTERS:	BASE RATE	\$29.50
	FRINGE BENEFITS	14.80

CAMPBELL & PENDLETON COUNTIES:

TRUCK DRIVERS:

3 Tons & Under; Greaser; Tire Changer; & Mechanic Tender: BUILDING	BASE RATE	\$19.17
	FRINGE BENEFITS	11.08

Over 3 Tons; Semi-Trailer or Pole Trailer; Dump Tandem Axles; Farm Tractor (When used to pull building material & equipment): BUILDING	BASE RATE	\$19.28
	FRINGE BENEFITS	11.08

Concrete Mixer (Hauling on jobsites); & Truck Mechanic: BUILDING	BASE RATE	\$19.35
	FRINGE BENEFITS	11.08

Euclid's & Other Heavy Moving Equipment; Lowboy; Articulating End Dump, Winch, A-Frame & Monorail Truck (To transport building materials): BUILDING	BASE RATE	\$19.45
	FRINGE BENEFITS	11.08

(On hazardous or toxic waste sites, add \$4.00 premium to all of above)

Driver:	HEAVY & HIGHWAY	BASE RATE	\$15.85
		FRINGE BENEFITS	4.60

Euclid Wagon; End Dump; Lowboy; Heavy Duty Equipment; Tractor-Trailer Combination; & Drag: HEAVY & HIGHWAY	BASE RATE	\$16.29
	FRINGE BENEFITS	4.60

BIDDING FORMS

BID FORM

PROJECT IDENTIFICATION:

Ft. Thomas Treatment Plant Filter Renovations

THIS BID IS SUBMITTED TO:

Northern Kentucky Water District
2835 Crescent Springs Road
P.O. Box 18640
Erlanger, Kentucky 41018

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents within the time indicated and for the amount indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the "Invitation to Bid" and the "Instructions to Bidders", including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time to which Bidder may agree in writing upon request of Owner. Bidder understands that certain extensions to the time for acceptance of this Bid may require the consent of the surety for the Bid Bond.
3. In submitting this Bid, Bidder represents and covenants, as set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Contract Documents, the other related data identified in the Contract Documents, and the following Addenda, receipt of all of which is hereby acknowledged:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____
 - b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary explorations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- e. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.
 - f. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - g. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - h. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Bidder.
 - i. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. Bidder will complete the Work for the following price:

Lump Sum Bid of \$ _____ in numbers and _____
 _____ in words.

Lump Sum Bid shall include an allowance of \$12,000 for replacement of the wall tiles in the filter rooms, as noted on the Drawings. Contractor shall replace tiles as directed by the Owner, with Contractor-purchased or Owner-furnished tiles. Once all of the replacements are identified by the Owner, and the Contractor determines the cost of the tile replacement for each filter, the Contractor shall perform the replacement work. If the total cost for the wall tile replacement is different from the \$12,000 allowance, the contract sum shall be adjusted accordingly by change order.

5. Bidder agrees that the Work will be substantially complete within 150 calendar days, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 180 calendar days, after the date when the Contract Times commence to run as defined in the General Conditions.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above.

7. Communications concerning this Bid shall be sent to Bidder at the following address:

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

9. SIGNATURE OF BIDDER

If an Individual

Name (typed or printed): _____

By _____ (SEAL)
(Individual's signature)

doing business as _____

Business address _____

Phone No.: _____ Fax No.: _____

Date _____

If a Partnership

Partnership Name: _____ (SEAL)

By _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address _____

Phone No. _____ Fax No.: _____

Date _____

If a Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General, Professional, Service, Limited Liability): _____

By _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Business address _____

Phone No. _____ Fax No.: _____

Date _____

If a Joint Venture

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

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Date _____

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and _____ as
Sureties, are hereby held and firmly bound unto _____ as
OWNER and obligee in the penal sum of the dollar amount of the Bid submitted by the Principal to the
OWNER on _____ to undertake the Project known as
_____. The penal sum referred to herein shall be the dollar amount of the
Principal's Bid to the OWNER, incorporating any additive or deductive alternate proposals made by the
Principal on the date referred to above to the OWNER, which are accepted by the OWNER. In no case
shall the penal sum exceed the total amount of the Bid including any alternates which may be accepted.
For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 200__ . THE CONDITION
OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a Bid
for the above referenced project. NOW, THEREFORE, if the OWNER accepts the Bid of the
Principal and the Principal fails to enter into a proper Agreement in accordance with the Bid, Plans,
details, Specifications, and bills of material, and in the event the Principal pays to the OWNER the
difference not to exceed 10 percent of the penalty hereof between the amount specified in the Bid and
such larger amount for which the OWNER may in good faith contract with the next lowest BIDDER to
perform the work covered by the Bid; or in the event the OWNER does not award the
Contract to the next lowest BIDDER and resubmits the Project for bidding, the Principal pays
to the OWNER the difference not to exceed 10 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; if the OWNER accepts the bid of the Principal and the Principal within 10 days
after the awarding of the contract enters into a proper Agreement in accordance with the Bid, Plans,
details, Specifications, and bills of material, which said Contract is made a part of this Bond the same as
though set forth herein:

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said Agreement; and shall pay all lawful claims of Subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Agreement; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the OWNER herein; then this obligation shall be void; otherwise the same shall remain in full force and effect for 1 full year after final completion, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Agreement or in or to the Plans or Specifications therefor shall in any wise affect the obligations of said Surety on its Bond.

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

Principal _____

Attest: _____ By _____ (SEAL)

Name _____

_____ Title _____

Witness as to Principal

Surety _____

Attest:

(SEAL)

Witness as to Surety

By _____ (SEAL)

Attorney-in-Fact

(SURETY COMPANY ADDRESS)

(SURETY AGENT'S ADDRESS)

Street

Agency Name

City State Zip

Street

Telephone

City State Zip

Telephone

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies and their agents or attorneys-in-fact must be authorized to transact business in the state where the Project is located and shall furnish proof of such authorization in the Bid.

PROPOSED PRODUCTS

**NORTHERN KENTUCKY WATER DISTRICT
FORT THOMAS TREATMENT PLANT
FILTER RENOVATIONS**

The BIDDER is required to indicate, by an "X" in the spaces () provided, the equipment proposed to be furnished in performance of the Work. One "X" shall be entered for each separate category of material or equipment identified by bold letters. Items of material or equipment named are Standards. If the BIDDER elects to designate material or equipment not named as a Standard, the manufacturer's name shall be indicated in the blank line provided under the Standards named for each category of material, or equipment, and an "X" indicated in the space opposite the manufacturer's name indicated by the BIDDER. If material or equipment so designated by a BIDDER is not approved as an "equal" by the ENGINEER/ARCHITECT pursuant to Article 6.05 of the General Conditions, BIDDER will be required to furnish a named Standard or other approved equal for that category of equipment. Each BIDDER is required to follow these directions. Any bidding form that is submitted not in compliance with these directions may be rejected by the OWNER and that Bid not considered in determining Award.

Specification Section	Product
44 42 21	Positive Displacement Blower
()	a. Roots Easy Air X2
()	b. Kaeser Omega-Pak
()	c. Ingersoll Rand/Hibon Silent Flow
()	d. Aerzen Generation 5 Delta
()	e. _____
44 43 50.02	Filter Equipment
()	a. F.B. Leopold
()	b. General Filter Company
()	c. Roberts Filter Manufacturing Company
()	d. AWI Anthratech U.S.

PROPOSED SUBCONTRACTORS FORM

The BIDDER is required to state the Subcontractors proposed to be utilized in the Work. Provide name, address, telephone number, and amount of subcontract. (Enter NONE, where work will be performed by the BIDDER.) Failure to list Subcontractors here may result in rejection of the Bid.

Electrical _____

Plumbing _____

HVAC _____

Integrator _____

EXPERIENCE RECORD

The BIDDER is required to state the character of previous work, give references, and such other detailed information as will enable the OWNER to determine responsibility, including experience, skill, and financial standing. Projects listed shall be for OWNERS other than this Project and ENGINEERS/ARCHITECTS other than Burgess & Niple, Inc. Use additional copies of this form as required.

PROJECT NAME: _____
ENGINEER: _____ OWNER: _____
PERSON TO CONTACT: _____
PHONE: (____) _____ ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTRACT VALUE: _____
DATE STARTED/COMPLETED: _____
DESCRIPTION: _____

PROJECT NAME: _____
ENGINEER: _____ OWNER: _____
PERSON TO CONTACT: _____
PHONE: (____) _____ ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTRACT VALUE: _____
DATE STARTED/COMPLETED: _____
DESCRIPTION: _____

PROJECT NAME: _____
ENGINEER: _____ OWNER: _____
PERSON TO CONTACT: _____
PHONE: (____) _____ ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTRACT VALUE: _____
DATE STARTED/COMPLETED: _____
DESCRIPTION: _____

NON-COLLUSION AFFIDAVIT

STATE OF: _____)

COUNTY OF: _____) SS

_____, being first duly sworn, deposes

and says that he/she is the _____ of
(sole owner, a partner, president, secretary, etc.)

_____, the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the price or affidavit of any other bidder, or that of any other bidder, or to secure any advantage against Owner, or any person or persons interested in the proposed Contract; and that all statements contained in said bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information of data relative thereto to any association or to any member or agent thereof.

AFFIANT

Sworn to and subscribed before me, a Notary Public in and for the above named

State and County, this _____ day of _____, 20 _____.

NOTARY PUBLIC

End of Section

NOTICE OF AWARD

To: Contractor
Street
City, State, Zip Code

Date: _____, 2009

Description of Work: Construction of improvements to 12 existing filters and structures at the Fort Thomas Treatment Plant. The improvements include removing existing filter media and filter bottoms and installing new filter underdrains and a blower and piping for air scour. The project will also include piping demolition and modifications to the existing walls in the filter building.

The Owner represented by the undersigned has considered the Bid submitted by you for the above described work in response to its Invitation to Bid and Instructions to Bidders dated _____.

It appearing that it is to the best interest of said Owner to accept your Bid in the amount of _____ (\$ _____) you are hereby notified that your Bid has been accepted for the above referenced project. You are required by the Instructions to Bidders to execute the formal Agreement with the undersigned Owner and to furnish the required Contractor's Performance Bond and Payment Bond and proper Insurance Certificate within fifteen (15) days from the date of delivery of this Notice to you. **You are required to return an acknowledged copy of this Notice of Award and all copies of the signed Agreement (leave dates blank) to the Owner for execution.**

If you fail to execute said Agreement and to furnish said bonds and certificates within 15 days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and as a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 2009.

Owner
Northern Kentucky Water District

By: _____
Bari Joslyn, VP Water Quality & Production

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this

_____ day of _____, 2009.

By: _____

Title

CONTRACT FORMS

(Note: The following standard form will be used for preparation of the Agreement, after award of contract.)

Section 00500

AGREEMENT

THIS AGREEMENT is made and entered by and between the Northern Kentucky Water District (herein called Owner) and _____ (herein called Contractor).

Owner and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

Article 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of improvements to 12 existing filters and structures at the Fort Thomas Treatment Plant. The improvements include removing existing filter media and filter bottoms and installing new filter underdrains, new media, and a new blower and piping for air scour. The project will also include piping demolition and modifications to the existing walls in the filter building.

Article 2. ENGINEER.

The Project has been designed by Burgess & Niple, Inc., 312 Plum Street, Floor 12, Cincinnati, Ohio, 45202, who is referred to in the Contract Documents as Engineer. Engineer, and its duly authorized agents, are to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS, AND DAMAGES.

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.1. Contract Times. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Article 14 of the General Conditions within 180 days after the date when the Contract Times commence to run.

3.2. Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$750.00_ for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if

Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner as liquidated damages (but not as a penalty) \$500.00 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment until the Work is completed and ready for final payment.

Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate action to recover liquidated damages for nonperformance of this Contract within the time stipulated.

3.3. Delays and Damages. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer, Contractor shall have no claim against Owner or Engineer for damages (including but not limited to acceleration costs or damages) or contract adjustment other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

Contractor shall provide advance written notice to Owner and Engineer of Contractor's intention to accelerate the Work prior to commencing any acceleration. Such written notice shall include a detailed explanation of the nature and scope of the acceleration, the reason for the acceleration, the anticipated duration of the acceleration, and the estimated additional costs to Contractor, if any, related to the acceleration. This requirement shall not in any way affect or alter the agreement of Owner and Contractor with respect to delays and damages as set forth above and in the General Conditions and Supplementary Conditions. Owner shall not be responsible or liable for any acceleration costs or damages.

Article 4. CONTRACT PRICE.

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents funds a total amount of:

_____ (\$ _____)
(words) (figures)

as indicated in Contractor's bid.

Article 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions and as modified by the Supplementary Conditions.

5.1. Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by the Engineer monthly during construction as provided in the General Conditions. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in accordance with paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

5.2. Retainage. In addition to any amounts withheld from payment in accordance with Paragraph 14.02 of the General Conditions, Owner shall retain from progress payments amounts equal to the following percentages:

- a. Ten percent (10%) of the amount of the Work completed. This amount may be reduced by

the Owner in its sole and absolute discretion, if the project is substantially completed; and

- b. Ten percent (10%) of the value of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02.A.1 of the General Conditions. Retainage for stored materials and equipment will be released when the materials and equipment are incorporated in the Work.

All retainage will be paid to Contractor when the Work is completed and ready for final payment in accordance with paragraph 14.07.C of the General Conditions. Consent of the Surety shall be obtained before retainage is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B and 14.07. C. of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in paragraph 14.07.B and 14.07.C.

Article 6. CONTRACTOR'S REPRESENTATION

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.
- b. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary explorations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- e. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- f. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- g. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents,

and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- h. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- i. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents, which are incorporated as part of this Agreement, consist of the following:

- A. This Agreement;
- B. Performance Bond;
- C. Payment Bond;
- D. General Conditions;
- E. Supplementary Conditions;
- F. Specifications;
- G. Drawings consisting of a cover sheet and sheets numbered 1 through 20 inclusive, with each sheet bearing the following general title;
Northern Kentucky Water District
Ft. Thomas Treatment Plant Filter Renovations
- H. Addenda (numbers ___ to ___, inclusive);
- I. Exhibits to this Agreement (enumerated as follows):
 - 1. Notice of Award and Notice to Proceed;
 - 2. Contractor's Bid;
 - 3. Documentation submitted by Contractor prior to Notice of Award;
- J. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 1. Written Amendments;
 - 2. Work Change Directives;
 - 3. Change Orders.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04.A and 3.04.B of the General Conditions.

Article 8. COMPLIANCE WITH KENTUCKY LAW

Contractor represents and warrants that it has revealed to Owner any and all final determinations of a violation of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 by Contractor or subcontractor within the previous five years. Contractor further represents and warrants that it and each of its subcontractors will remain in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this Agreement. Contractor understands that its failure to reveal a final determination of a violation or to comply with the above statutory requirements constitutes grounds for cancellation of the Agreement and for disqualification of Contractor from eligibility for any contracts for a period of two years.

Article 9. EQUAL OPPORTUNITY

Unless exempted under KRS 45.590, during the performance of this Agreement, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age [forty (40) and over], disability, veteran status, or national origin;
- b. The Contractor will take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age [forty (40) and over], disability, veteran status, or national origin; however, when layoffs occur, employees shall be laid off according to seniority with the youngest employee being laid off first. When employees are recalled, this shall be done in the reverse of the way employees were laid off.
- c. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age [forty (40) and over], disability, veteran status, or national origin.
- d. The Contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and
- e. The Contractor will send a notice to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the Contractor's commitments under the nondiscrimination clauses.

Article 10. MISCELLANEOUS.

- a. Terms used in this Agreement will have the meanings indicated in the General Conditions.
- b. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- c. Owner and Contractor each binds itself, its partners, successors, assigns, and representatives to the other party hereto, its partners, successors, assigns, and representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- d. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract

Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: _____

Address for giving notices

2835 Crescent Springs Road
P.O. Box 18640
Erlanger, Kentucky 41018

CONTRACTOR: _____

By: _____

(Corporate Seal)

Address for giving notices

(If Contractor is a corporation, attach evidence of authority to sign.)

NOTICE TO PROCEED

To: Contractor
Street
City, State, Zip Code

Project Description: Construction of improvements to 12 existing filters and structures at the Fort Thomas Treatment Plant. The improvements include removing existing filter media and filter bottoms and installing new filter underdrains, new media, and a new blower and piping for air scour. The project will also include piping demolition and modifications to the existing walls in the filter building.

You are hereby notified to commence WORK in accordance with the agreement dated _____ on or before _____, 200_. The Work will need to be substantially completed within ___ calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within ___ calendar days after the date when the Contract Times commence to run. The date of substantial completion of the WORK is _____ and the date of final completion of all WORK is therefore _____, 200_.

OWNER
Northern Kentucky Water District
By: _____
Bari Joslyn
V.P. Water Quality & Production

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this the _____ day of _____, 200_.

By: _____

Title

LEGAL AND FISCAL OFFICERS

_____ 200__

The foregoing Agreement is approved as to form

By _____

Name _____

Title _____

I _____ hereby certify that I am
Name Title

the qualified and acting fiscal officer of the _____,
_____, and that the amount of money to wit \$
State

required to meet the cost of the attached Agreement between _____
OWNER

and _____ has been lawfully
CONTRACTOR

appropriated for the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

_____, 200__

(SEAL)

By _____

Name _____

Title _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal and _____
_____ as Sureties, are hereby held and firmly bound unto
_____ in the penal sum of: _____
_____ Dollars (\$ _____)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____ 200__. THE CONDITION OF THE ABOVE
OBLIGATION IS SUCH, that whereas the above named Principal did on the _____ day of
_____ 200__, enter into an Agreement with _____
_____ which said Agreement is made a part of this Bond the same as though set forth herein;

Now, if the said Principal shall well and faithfully do and perform the things agreed by Them to be done and performed according to the terms of said Agreement; and shall pay all lawful claims of Subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Agreement; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the OWNER as obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect until 1 year beyond the date of final acceptance; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Agreement or in or to the drawings or specifications therefor shall in any wise affect the obligations of said Surety on its Bond.

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.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 200__.

Principal _____

Attest: _____ By _____

(SEAL) _____ Name _____

_____ Title _____

Witness as to Principal

Surety _____

Attest:

(SEAL)

Witness as to Surety

By _____

Attorney-in-Fact

City State Zip

Telephone

Agency Name

City State Zip

Telephone

Note: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies must be authorized to transact business in the state where the Project is located and shall furnish proof of such authorization with the Bid.

CERTIFICATE OF INSURANCE

Producer CODE SUB-CODE	This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend, or alter the coverage afforded by the policies below.				
	COMPANIES AFFORDING COVERAGE				
	Company Letter A				
INSURED	Company Letter B				
	Company Letter C				
	Company Letter D				
	Company Letter E				
COVERAGES This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.					
CO LTR	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	All Limits in Thousands
General Liability Commercial General Liability Claims Made Occur. Owner's and Contractor's Prot.					General Aggregate \$
					Products-Comp/OPS Aggregate \$
					Personal and Advertising Injury \$
					Each Occurrence \$
					Fire Damage (Any One Fire) \$
					Medical Expense (Any One Person) \$
Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Nonowned Autos Garage Liability					Combined Single Limit \$
					Bodily Injury (per person) \$
					Bodily Injury (per accident) \$
Excess Liability Other Than Umbrella Form					Property Damage \$
					Each Occurrence \$
Worker's Compensation and Employer's Liability					Aggregate \$
					Statutory
Other					\$ Each Accident
					\$ Disease-Policy
					\$ Disease-Each
Description of Operations/Locations/Vehicles/Restrictions/Special Items					
Certificate Holder	Cancellation Should any of the above described policies be canceled before expiration date thereof, the issuing company will mail 30 days' written notice to the certificate holder named to the left. _____ Authorized Representative				

Date of Issuance by Contractor: _____

Project Name: _____

From Contractor:

Contact Name:

To Engineer:

Contact Name:

Attention:

This RFI must be issued by the Contractor to the Engineer in accordance with General Conditions paragraph 9.08., within 30 days of the event giving rise to the question.

Contractor's Request for Interpretation:

Date Written Interpretation Issued:

Interpretation by:

Written Interpretation from Engineer:

Copy to Owner

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

TO: _____

PROJECT: _____

CONTRACT DATE: _____

State of _____

County of _____

The undersigned, hereby certifies that to the best of their knowledge, information, and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: _____

ADDRESS: _____

BY: _____

(Witness)

Subscribed and sworn to before me this _____ day of _____, 200_.

Notary Public

My Commission Expires _____

Work Change Directive No. _____

Date of Issuance: _____ Effective Date: _____

Project: _____

Owner:	Contract No.:	Date of Contract:
Contractor:	Engineer:	

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If a claim is made that the above change(s) have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Other _____

Estimated increase (decrease) in Contract Price: \$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Times:

- Contractor's records
- Engineer's records
- Other _____

Estimated increase (decrease) in Contract Times: Substantial Completion: _____

days; Ready for final payment: _____ days. If the change involves an increase, the estimated times are not to be exceeded without further authorization.

RECOMMENDED:

ENGINEER/ARCHITECT

By: _____
(Authorized Signature)

AUTHORIZED:

OWNER

By: _____
(Authorized Signature)

Date of Issuance: _____ Effective Date: _____

Project: _____

Owner:	Contract No.:	Date of Contract:
Contractor:		Engineer:

The following changes are hereby made to the **CONTRACT DOCUMENTS**:

Justification:

Change to **CONTRACT PRICE**:

Original **CONTRACT PRICE** \$ _____

Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDERS** \$ _____

The **CONTRACT PRICE** due to this **CHANGE ORDER** will be increased/decreased by:

\$ _____

The new **CONTRACT PRICE** including this **CHANGE ORDER** will be \$ _____

Change to **CONTRACT TIME**:

The **CONTRACT TIME** will be increased/decreased by _____ calendar days.

The date of completion of all work will be _____

The changes contained in this **CHANGE ORDER** will not be a basis for any additional time or compensation beyond the times or amounts listed in the **CHANGE ORDER**.

ACCEPTED BY: _____
(CONTRACTOR)

RECOMMENDED BY: _____
(ENGINEER/ARCHITECT)

APPROVED BY: _____
(OWNER)

FEDERAL AGENCY APPROVAL: _____
(where applicable)

Contractor Written Notice for Claim No. _____

Date of Issuance: _____

Project: _____

Owner: _____

Contractor: _____

Attention:

According to paragraph 10.05.B of the General Conditions, this written Notice must be submitted to the Engineer within 30 days of the event giving rise to the claim. Within 60 days of the event giving rise to the claim, the claim's extent in both time and cost must be submitted to the Engineer for their review. The Contractor is required to proceed with the work during the claim negotiations as required by paragraph 6.18 of the General Conditions.

No action is required of the Engineer on receipt of this notice.

Description of event giving rise to the Claim:

Reasons this event should be considered a change to the Contract:

CONTRACTOR

By: _____
(Authorized Signature)

Contractor Written Substantiation for Claim No. ____

Date of Issuance: _____

Project: _____

Owner: _____

Contractor: _____

Attention:

According to paragraph 10.05.B of the General Conditions, this written Substantiation must be submitted to the Engineer within 60 days of the event giving rise to the claim. All requested changes in the contract price or time shall be substantiated with material quotes, subcontractor quotes, man-hour estimates, and project schedules that are attached to this form. Also note that this Claim Substantiation serves as the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The Contractor is required to proceed with the work during the claim negotiations as required by paragraph 6.18 of the General Conditions.

Description of event giving rise to the Claim:

Reasons this event should be considered a change to the Contract:

Requested Change in Contract Price (according to paragraph 12.01 of the General Conditions):

+ / - \$ _____.

Requested Change in Contract Time (according to paragraph 12.02 of the General Conditions):

+ / - ____ days

List of Attached Documents Substantiating Claim:

- 1.
- 2.
- 3.

CONTRACTOR

By: _____
(Authorized Signature)

Engineer’s Response (to be filled out by Engineer):

According to paragraph 10.05.C of the General Conditions, the Engineer has 30 days to respond to the last submittal from the claimant with one of the following actions:

- _____ Claim Approved
- _____ Claim Approved as noted.
- _____ Claim Denied
- _____ Request for Information for this Claim

If the Engineer does not respond within 30 days, the claim is considered denied.

Engineer Comments:

ENGINEER

By: _____
(Authorized Signature)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date of Issuance: _____

Project: _____

Owner:	Contract No.:	Date of Contract:
Contractor:	Engineer:	

This Certificate of Substantial Completion applies to all work under the Contract Documents or to the following specified parts thereof:

TO _____
OWNER

And To _____
CONTRACTOR

The work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER/ARCHITECT, and that work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR to within _____ days of the above date of Substantial Completion.

From the date of Substantial Completion, the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Northern Kentucky Water District
2835 Crescent Springs Road, P.O. Box 18640
Erlanger, KY 41018

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the work in accordance with the Contract Documents.

Executed by ENGINEER/ARCHITECT on _____, 200__.

ENGINEER/ARCHITECT

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 200__.

CONTRACTOR

By: _____

OWNER accepts this Certificate of Substantial Completion on _____, 200__.

OWNER

By: _____
(Authorized Signature)

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO: _____

PROJECT: _____

CONTRACT DATE: _____

State of _____
County of _____

The undersigned, hereby certifies that, except as listed below, they have paid in full or have otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1. Consent of Surety to Final Payment whenever Surety is involved, consent of Surety is required.

The following supporting documents should be attached hereto if required by the Owner:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: _____

ADDRESS: _____

BY: _____ WITNESS: _____

Subscribed and sworn to before me this _____ day of _____, 200_.

(Notary Public)

My Commission Expires _____

**AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR
PREVAILING WAGES**

I, _____
(Name of person signing affidavit) (Title)

of _____ do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the improvement, repair and construction of:

(Project and Location)

during the following period from _____ to _____ is in accordance with the prevailing wage prescribed by the Contract Documents.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Witness)

(Signature of Office or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 200__.

(Notary Public)

My Commission Expires _____

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the OWNER will release the surety and/or make a final payment due under the terms of the Contract.