

- Q1. Refer to the Direct Testimony of Lindsey Rehtin, line 59-60.
- a. Explain what is meant by the statement “partially offset the demand forces not controllable by the District resulting in declining consumption.”
 - b. Provide supporting information that demonstrates the level of declining consumption.
- A1a. Northern Kentucky District is experiencing flattening or declining consumption as a result of conservation efforts by our customers, more efficient low-flow plumbing fixtures and appliances, and customers’ expanded use of bottled water vs tap water. We’ve also experienced relatively wet periods that have resulted in less irrigation and other water uses.
- A1b. Please see attached supporting information that demonstrates the level of declining consumption, and/or leveling of consumption.

NORTHERN KENTUCKY WATER DISTRICT

HISTORY OF ANNUAL USAGE - CCF

Customer Classification	Year ended 12/31/2011	Year ended 12/31/2012	Year ended 12/31/2013	Year ended 12/31/2014	Year ended 6/30/2017	Year ended 6/30/2018
(1)	(2)	(3)	(4)	(5)		
<u>METERED SALES</u>						
Residential	5,540,302	5,552,955	5,128,894	5,126,831	5,005,860	4,969,952
Commercial	1,949,557	1,995,709	1,823,345	1,857,382	1,956,495	1,711,809
Multi -Family	1,067,137	1,086,318	1,041,490	1,033,631	1,220,032	1,103,336
Industrial	1,188,771	1,162,341	1,106,179	1,197,720	988,875	1,180,002
Municipal	720,791	707,588	631,456	637,736	599,857	615,249
Wholesale	581,358	547,388	565,368	586,887	552,644	579,806
Total Sales of Water	11,047,916	11,052,299	10,296,732	10,440,187	10,323,763	10,160,154

- Q2. State whether Northern Kentucky District purchases chemicals pursuant to a firm contract.
- a. If chemicals are not purchased pursuant to a firm contract, explain Northern Kentucky District's process for procuring chemicals and explain why it does not purchase chemicals under a firm contract.
 - b. If chemicals are purchased pursuant to a firm contract, provide copies of the contracts.
- A2a. Yes, the Northern Kentucky Water District purchases chemicals using firm contracts.
- A2b. The current chemical contracts are attached.

AGREEMENT

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

WHEREAS, the Contractor can provide services for furnishing all labor, materials, equipment, and supervision for the removal and transport of spent granular activated carbon from the contactors to a reactivation facility and [temporary storage, reactivation, testing, transport, and placement of sand support media and virgin or reactivated granular activated carbon media in the contactors] OR [retaining the spent granular activated carbon and transport and placement of sand support media and replacement virgin granular activated carbon]; and

WHEREAS, the Owner has need, from time to time, of the Contractor's services and items; and

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

Article 1. SCOPE OF SERVICES.

Contractor shall furnish and deliver items and complete all services and items as specified or indicated in the Contract Documents. Purchase shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

Owner reserves the right to assign the sequence of and to schedule the services.

This Agreement is not a commitment or guarantee by Owner to Contractor to purchase any particular amount of services or items from Contractor.

Article 2. TERM, DELAYS, AND DAMAGES.

2.1. Term. This Agreement shall be effective and applicable to orders for services and items issued hereunder for one year beginning April 1, 2018. This Agreement may be extended by mutual agreement of the Owner and Contractor for up to two additional one-year periods.

2.2. Delays and Damages. In the event Contractor is delayed in the prosecution and completion of the services because of any delays caused by Owner, and except as set forth in the General Conditions, Contractor shall have no claim against Owner for damages (including but not limited to acceleration costs or damages) or contract adjustment other than an extension of the time for completing the services.

Contractor shall provide advance written notice to Owner of Contractor's intention to accelerate the services 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.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor for completion of the services in accordance with the Contract Documents an amount equal to the established unit price for each item with all corresponding services completed. The estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made as provided in the Contract Documents. The Unit Prices indicated in the Contractor's Bid shall be used for the entire term of the Agreement, including any extensions (as permitted by Article 2.1 above).

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced 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 services and provision of the items.
- 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 services and provision of the items.
- d. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the services or provision of the items 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 services and items 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 services and items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Project Requirements;
- E. Measurement and Payment;
- F. Specifications and all exhibits and figures attached thereto;
- G. Addenda (numbers 1 to 1, inclusive);
- H. Exhibits to this Agreement (enumerated as follows):
 - 1. Notice to Proceed;
 - 2. Contractor's Bid;
 - 3. Documentation submitted by Contractor prior to Notice of Award, including Non-Collusion Affidavit and, if applicable, affidavit as to resident bidder status;
- G. 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. Orders;
 - 3. Work Change Directives;
 - 4. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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 Documents 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 legal representatives to the other party hereto, its partners, successors, assigns, and legal 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.

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, 341, and 342 within the previous five years. Contractor further represents and warrants that it 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 the Agreement, the Bidder agrees as follows:

- a. Bidder 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. Bidder 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;
- c. Bidder will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;
- d. Bidder 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. Bidder will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Bidder's commitments under the nondiscrimination clauses.

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


This Agreement will be effective on April 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: 
Title: VP Engineering, Production & Distribution

Address for giving notices
2835 Crescent Springs Road
P.O. Box 18640
Erlanger, Kentucky 41018

CONTRACTOR: Calgon Carbon Corporation

By: 
Title: V.P. Municipal Sales

Address for giving notices
3000 GSK Drive
Moon Township, PA 15108

Northern Kentucky Water District

NOTICE OF AWARD

To: Brenntag Mid-South
324 East Yusan Drive
Georgetown, KY 40324

Description of Work Supply of water treatment chemicals (Caustic Soda – 50% solution). The period of this contract will be from July 1, 2018 until June 30, 2019.

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

It appearing that it is to the best interest of said Owner to accept your Bid for the Supply of Water Treatment Chemicals, you are hereby notified that your Bid has been accepted for the above referenced work. **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.**

Dated this 25th day of MAY, 2018

Owner
Northern Kentucky Water District
By: Amy Kramer
Amy Kramer, Vice President of
Engineering, Production, and Distribution

ACCEPTANCE OF NOTICE

Receipt of the above Notice of
Award is hereby acknowledged this

10th day of June, 2018.

By: ERIC HART
SALTS MANAGER

Title

(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 BRENTAG MID-SOUTH (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver CAUSTIC SODA - 50% as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Specifications and all exhibits and figures attached thereto;
- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
 - 3. Contractor's agreement with eBridge as to bidding process and commission.
- G. 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. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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 legal representatives to the other party hereto, its partners, successors, assigns, and legal 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.

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, 341, and 342 within the previous five years. Contractor further represents and warrants that it 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, Contractor agrees as follows:

1. 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;
2. 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;
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;
4. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

CONTRACTOR:

By: *Arnythame*

By: *[Signature]*

Title: V.P. Engineering, Production, Distribution

Title: SALES MANAGER

Address for giving notices

Address for giving notices

700 Alexandria Pike

324 E YUSA DR

Fort Thomas, KY 41075

Georgetown KY 40324



NOTICE OF AWARD

To: USALCO
2601 Cannery Avenue
Baltimore, MD 21226

Description of Work Supply of water treatment chemicals (Polyaluminum Chloride – Memorial Parkway and Fort Thomas Plants). The period of this contract will be from July 1, 2018 until June 30, 2019.

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

It appearing that it is to the best interest of said Owner to accept your Bid for the Supply of Water Treatment Chemicals, you are hereby notified that your Bid has been accepted for the above referenced work. **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.**

Dated this 25th day of MAY, 2018

Owner
Northern Kentucky Water District
By: Amy Kramer
Amy Kramer, Vice President of
Engineering, Production, and Distribution

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this 30th day of May, 2018.

By: Peter H. Askeew, CEO

Title

(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 USALCO (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver POLYALUMINUM CHLORIDE- DELPAC 2020 ^{MEMORIAL} FT. THOMAS as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Specifications and all exhibits and figures attached thereto;
- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
 - 3. Contractor's agreement with eBridge as to bidding process and commission.
- G. 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. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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 legal representatives to the other party hereto, its partners, successors, assigns, and legal 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.

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, 341, and 342 within the previous five years. Contractor further represents and warrants that it 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, Contractor agrees as follows:

1. 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;
2. 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;
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;
4. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

CONTRACTOR:

By: *Amy Frame*

By: *PH*

Title: V.P. Engineering, Production, Distribution

Title: *Peter H. Askeew, CEO*

Address for giving notices

Address for giving notices

700 Alexandria Pike

USAECO, LLC

Fort Thomas, KY 41075

2601 Cannery Ave.

Baltimore, MD 21226



NOTICE OF AWARD

To: Aluminum Chemical Specialties
7284 Justin Way
Mentor, OH 44060

Description of Work Supply of water treatment chemicals (Polyaluminum Chloride – Taylor Mill Plant). The period of this contract will be from July 1, 2018 until June 30, 2019.

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

It appearing that it is to the best interest of said Owner to accept your Bid for the Supply of Water Treatment Chemicals, you are hereby notified that your Bid has been accepted for the above referenced work. **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.**

Dated this 25th day of MAY, 2018

Owner
Northern Kentucky Water District
By: Amy Kramer
Amy Kramer, Vice President of
Engineering, Production, and Distribution

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this 3 day of June, 2018.

By: [Signature]
President
Title

(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 ALUMINUM CHEMICAL SPECIALTIES (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver POLYALUMINUM CHLORIDE - ACS 2000 - TAYLOR MILL as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Specifications and all exhibits and figures attached thereto;
- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
 - 3. Contractor's agreement with eBridge as to bidding process and commission.
- G. 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. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: 

Title: V.P. Engineering, Production, Distribution

Address for giving notices

700 Alexandria Pike

Fort Thomas, KY 41075

CONTRACTOR:

By: 

Title: President

Address for giving notices

AI-Chen

7204 Justin Way

Mentor, OH 44060



NOTICE OF AWARD

To: Chemrite
5202 Bellewood Court
Suite 104
Buford, GA 30518

Description of Work Supply of water treatment chemicals (Copper Sulfate – medium crystals – 50# bags). The period of this contract will be from July 1, 2018 until June 30, 2019.

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

It appearing that it is to the best interest of said Owner to accept your Bid for the Supply of Water Treatment Chemicals, you are hereby notified that your Bid has been accepted for the above referenced work. **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.**

Dated this 25th day of MAY, 2018

Owner
Northern Kentucky Water District
By: Amy Kramer
Amy Kramer, Vice President of
Engineering, Production, and Distribution

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this

30 day of May, 2018.

By: [Signature]
VP
Title

(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 CHEMRITE (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver COPPER SULFATE - MEDIUM CRYSTALS as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Specifications and all exhibits and figures attached thereto;
- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
 - 3. Contractor's agreement with eBridge as to bidding process and commission.
- G. 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. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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 legal representatives to the other party hereto, its partners, successors, assigns, and legal 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.

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, 341, and 342 within the previous five years. Contractor further represents and warrants that it 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, Contractor agrees as follows:

1. 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;
2. 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;
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;
4. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: *Amy Krome*

Title: V.P. Engineering, Production, Distribution

Address for giving notices

700 Alexandria Pike

Fort Thomas, KY 41075

CONTRACTOR:

By: *[Signature]*

Title: VP

Address for giving notices

Chemrite, Inc.

5202 Beau wood court, Suite 104

Buford, GA 30518



NOTICE OF AWARD

To: Shannon Chemical Corporation
PO Box 376
Malvern, PA 19355

Description of Work Supply of water treatment chemicals (Corrosion Inhibitor). The period of this contract will be from July 1, 2018 until June 30, 2019.

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

It appearing that it is to the best interest of said Owner to accept your Bid for the Supply of Water Treatment Chemicals, you are hereby notified that your Bid has been accepted for the above referenced work. **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.**

Dated this 25th day of MAY, 2018

Owner
Northern Kentucky Water District
By: Amy Kramer
Amy Kramer, Vice President of
Engineering, Production, and Distribution

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this

31st day of MAY, 2018.

By: [Signature]
PRESIDENT

Title

(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 SHANNON CHEMICAL CORP. (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver CORROSION INHIBITOR SLI-5230 as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Specifications and all exhibits and figures attached thereto;
- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
 - 3. Contractor's agreement with eBridge as to bidding process and commission.
- G. 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. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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 legal representatives to the other party hereto, its partners, successors, assigns, and legal 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.

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, 341, and 342 within the previous five years. Contractor further represents and warrants that it 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, Contractor agrees as follows:

1. 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;
2. 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;
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;
4. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

CONTRACTOR:

By: *Amy [Signature]*

By: *DC [Signature]*

Title: V.P. Engineering, Production, Distribution

Title: PRESIDENT

Address for giving notices

Address for giving notices

700 Alexandria Pike

Shannon Chemical Corp

Fort Thomas, KY 41075

P.O. Box 376

Malvern, PA 19355



NOTICE OF AWARD

To: Kemira Water Solutions, Inc.
4321 W. 6th Street
Lawrence, KS 66049

Description of Work *Supply of water treatment chemicals (Ferric Sulfate). The period of this contract will be from July 1, 2018 until June 30, 2019.*

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

It appearing that it is to the best interest of said Owner to accept your Bid for the Supply of Water Treatment Chemicals, you are hereby notified that your Bid has been accepted for the above referenced work. **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.**

Dated this 25th day of MAY, 2018

Owner
Northern Kentucky Water District
By: Amy Kramer
Amy Kramer, Vice President of
Engineering, Production, and Distribution

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this 25th day of May, 2018.

By: Gayla Walker
Gayla Walker Commercial Support Specialist

Title

(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 KEMIRA WATER SOLUTIONS, INC. (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver FERRIC SULFATE as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Specifications and all exhibits and figures attached thereto;
- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
 - 3. Contractor's agreement with eBridge as to bidding process and commission.
- G. 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. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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 legal representatives to the other party hereto, its partners, successors, assigns, and legal 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.

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, 341, and 342 within the previous five years. Contractor further represents and warrants that it 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, Contractor agrees as follows:

1. 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;
2. 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;
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;
4. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: *Amy Krane*

Title: V.P. Engineering, Production, Distribution

Address for giving notices

700 Alexandria Pike

Fort Thomas, KY 41075

CONTRACTOR:

By: *Gayla Walker*

Title: Gayla Walker
Commercial Support Specialist

Address for giving notices

Kemira Water Solutions

4321 W. 6th St.

Lawrence, KS 66049



NOTICE OF AWARD

To: Pencco
P.O. Box 600
San Felipe, TX 77473

Description of Work Supply of water treatment chemicals (Hydrofluorosilicic Acid – minimum 23%). The period of this contract will be from July 1, 2018 until June 30, 2019.

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

It appearing that it is to the best interest of said Owner to accept your Bid for the Supply of Water Treatment Chemicals, you are hereby notified that your Bid has been accepted for the above referenced work. **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.**

Dated this 25th day of MAY, 2018

Owner
Northern Kentucky Water District
By: Amy Kramer
Amy Kramer, Vice President of
Engineering, Production, and Distribution

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this

30th day of May, 2018.

By: Sarah Duffy
Sarah Duffy, Bid Sec.

Title

(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 PENCCO, INC. (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver HYDROFLUOROSILICIC ACID MIN. 23% as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Specifications and all exhibits and figures attached thereto;
- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
 - 3. Contractor's agreement with eBridge as to bidding process and commission.
- G. 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. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: *Amy Kramer*

Title: V.P. Engineering, Production, Distribution

Address for giving notices

700 Alexandria Pike

Fort Thomas, KY 41075

CONTRACTOR:

By: *Sarah Duffy*

Title: Bid Sec.

Address for giving notices

P.O. Box 600

San Felipe TX 77473



NOTICE OF AWARD

To: Chemicals Inc.
270 Osborne Drive
Fairfield, OH 45014-2246

Description of Work *Supply of water treatment chemicals (Sodium Hypochlorite 12.5%). The period of this contract will be from August 20, 2018 until August 19, 2019.*

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

It appearing that it is to the best interest of said Owner to accept your Bid for the Supply of Water Treatment Chemicals, you are hereby notified that your Bid has been accepted for the above referenced work. **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.**

Dated this 25th day of July, 2018

Owner
Northern Kentucky Water District
By: Amy Kramer
Amy Kramer, Vice President of
Engineering, Production, and Distribution

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this

6th day of August, 2018.

By: Rich Winans
Gen Mgr.
Title

Section 00500

AGREEMENT

THIS AGREEMENT is made and entered by and between the Northern Kentucky Water District and/or Sanitation District No. 1 (herein called Owners) and CHEMICALS, INC. (herein called Contractor).

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

Article 1. SCOPE

Contractor shall furnish and deliver items as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owners through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owners to Contractor to issue or to authorize the purchase of any particular number of any items.

Article 2. TERM

This Agreement shall be effective and applicable to goods requested hereunder beginning August 20, 2018 through August 19, 2019.

Article 3. CONTRACT PRICE

Owners shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each separately identified item of Unit Price, for each item delivered. The estimated quantities are by no means guaranteed and are provided simply for comparison of Bids. The compensation paid to Contractor shall be based on the actual number and types of Unit Price items ordered by Owners and delivered to Owners. The Unit Prices indicated in the Contractor's Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES

Contractor shall submit invoices in accordance with the General Conditions. Invoices will be processed by Owners as provided in the General Conditions. The [Contractor agrees to invoice each of the Owners separately for the services performed for that particular Owner.] **Invoices for product purchased by SD1 are to be submitted to accountspayable@sd1.org or mailed to: ATTN: Accounts Payable, 1045 Eaton Drive, Ft. Wright, Kentucky 41017, with the appropriate purchase order indicated. The invoice must include an itemization of all items and total amount due. Payment will be made within thirty (30) days of receipt of acceptable services or invoice, whichever is later.**

Article 5. CONTRACTOR'S REPRESENTATION

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

- a. Contractor has examined and carefully studied the Contract Documents and the other related and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. Contractor has given Owners written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owners is acceptable to Contractor.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- a. This Agreement;
- b. General Conditions;
- c. Specifications and all exhibits and figures attached thereto;
- d. Addenda (numbers ___ to ___, inclusive);
- e. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid
 - 2. Documentation submitted by Contractor prior to Notice of Award
- f. 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. Change Orders

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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. Owners and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal 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 Owners 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.

Article 8. COMPLIANCE WITH KENTUCKY LAW

Contractor represents and warrants that it has revealed to Owners any and all final determinations of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 within the previous five years. Contractor further represents and warrants that it 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 the Agreement, the Contractor agrees as follows:

- a. 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. 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;
- c. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;
- d. 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. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

Article 10. LIMITED LIABILITY; RELEASE

Notwithstanding anything to the contrary, to the fullest extent permitted at law, the Contractor shall recover and look solely for payment and the satisfaction of any other obligations for particular Purchase Orders from the Owner who placed such Purchase Order. Contractor hereby releases and covenants that it will not sue or otherwise seek collection from the other Owner who did not place such Purchase Order. Further, each Owner agrees to the fullest extent permitted or required at law to timely satisfy all lawful obligations under Purchase Orders it places, and each Owner agrees to release, hold harmless, indemnify the other Owner, its commissioners, employees, and agents, from and against any and all expenses, costs and obligations relating to or arising out of Purchase Orders it places.

Article 11. LIMITED LIABILITY; RELEASE

Notwithstanding anything to the contrary, including, without limitation, the execution of this Agreement by both Northern Kentucky Water District and Sanitation District No. 1, to the fullest extent permitted at law, the Contractor shall recover and look solely for payment and the satisfaction of any other obligations related to service provided hereunder from only the one Owner who received such services. By way of only one example, Contractor shall not seek payment from Northern Kentucky Water District for the costs associated with Sanitation District No. 1's bills and vice versa. Contractor hereby releases and covenants that it will not sue or otherwise seek collection from the other Owner who did not receive such services. Further, each Owner agrees to the fullest extent permitted or required at law to timely satisfy all lawful obligations for services it receives hereunder, and each Owner agrees to release, hold harmless, indemnify the other Owner, its commissioners, directors, employees, and agents, from and against any and all expenses, costs and obligations relating to or arising out of such services it receives.

Article 12. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, the Contractor agrees to indemnify and hold SD1, and its officers, directors, agents, and employees, harmless, against any third-party claim, and any resulting liability, judgment, award, penalty, fine, forfeiture, and costs and expenses (including attorneys' fees, costs of investigation, expert witness and consultation fees, and court, arbitration and/or other dispute resolution costs), to the extent caused by or resulting from: (i) any act or omission of the Contractor or its agents, employees, contractors, subcontractors or representatives in connection with this Agreement, including but not limited to any bodily injury, death, sickness or property damage; or (ii) a violation of law or legal requirements or other breach by the Contractor or its agents, employees, contractors, subcontractors or representatives of any of the representations, warranties, duties or obligations of the Contractor set forth in this Agreement; or (iii) the product or use of the product supplied pursuant to this Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section if the third-party claim rises solely from the negligence of SD1 or its officers, directors, agents or employees. In any and all claims against any indemnified party by any employee of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligations under this Section shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts or constitutional provisions, and Contractor hereby expressly waives the benefit of all such acts and constitutional provisions with respect to its obligations under this Section. Nothing contained in this Agreement or any other Sections of the Contract Documents is intended to authorize the Contractor to subcontract any or all of its duties or obligations under this Agreement without the consent of SD1.

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

This Agreement will be effective on August 20, 2018 (which is the Effective Date of the Agreement).

OWNERS:

Northern Kentucky Water District

By: Amy Grame

Title: V.P. ENGINEERING, PRODUCTION, AND DISTRIBUTION

Address for giving notices:

700 Alexandria Pike

Ft. Thomas, Kentucky 41075

CONTRACTOR:

CHEMICALS, INC., USA

By: Rich Wynn

Title: Gen Mgr

Address for giving notices:

270 OSBORNE DR

FAIRFIELD, OH 45014

(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 DONAV CARSON / STANDARD PURIF. (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver POWDERED ACTIVATED CARBON - BULK DELIVERY as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Specifications and all exhibits and figures attached thereto;
- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
 - 3. Contractor's agreement with eBridge as to bidding process and commission.
- G. 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. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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 legal representatives to the other party hereto, its partners, successors, assigns, and legal 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.

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, 341, and 342 within the previous five years. Contractor further represents and warrants that it 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, Contractor agrees as follows:

1. 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;
2. 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;
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;
4. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: *[Signature]*

Title: V.P. Engineering, Production, Distribution

Address for giving notices

700 Alexandria Pike

Fort Thomas, KY 41075

CONTRACTOR:

By: *[Signature]*

Title: President

Address for giving notices

551 N US Hwy 41

Donnellon FL 34432



NOTICE OF AWARD

To: Jacobi Carbons, Inc.
432 McCormick Blvd.
Columbus, OH 43213

Description of Work Supply of water treatment chemicals (Powdered Activated Carbon – Super sacks and 50# bags). The period of this contract will be from July 1, 2018 until June 30, 2019.

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

It appearing that it is to the best interest of said Owner to accept your Bid for the Supply of Water Treatment Chemicals, you are hereby notified that your Bid has been accepted for the above referenced work. **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.**

Dated this 25th day of MAY, 2018

Owner
Northern Kentucky Water District
By: Amy Kramer
Amy Kramer, Vice President of
Engineering, Production, and Distribution

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this

4th day of June, 2018.

By: Linda Kreyper
Linda Kreyper
municipal Bid Specialist

Title

(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 JACORI CARBONS (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver POWDERED ACTIVATED CARBON - 50# BAGS as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Specifications and all exhibits and figures attached thereto;
- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
 - 3. Contractor's agreement with eBridge as to bidding process and commission.
- G. 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. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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 legal representatives to the other party hereto, its partners, successors, assigns, and legal 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.

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, 341, and 342 within the previous five years. Contractor further represents and warrants that it 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, Contractor agrees as follows:

1. 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;
2. 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;
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;
4. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: 

Title: V.P. Engineering, Production, Distribution

Address for giving notices

700 Alexandria Pike

Fort Thomas, KY 41075

CONTRACTOR:

By: 

Title: Municipal Bid Specialist

Address for giving notices

432 McCormick Blvd.

Columbus, OH 43213

(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 JACOBI CARBONS (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver Powdered Activated Carbon - 1000* SUPER SACS as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Specifications and all exhibits and figures attached thereto;
- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
 - 3. Contractor's agreement with eBridge as to bidding process and commission.
- G. 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. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: Arny [Signature]

Title: V.P. Engineering, Production, Distribution

Address for giving notices

700 Alexandria Pike

Fort Thomas, KY 41075

CONTRACTOR:

By: Linda Krepper

Title: municipal Bid Specialist

Address for giving notices

432 McCormick Blvd.

Columbus, OH 43213



NOTICE OF AWARD

To: Carus Corporation
315 Fifth Street
P.O. Box 599
Peru, IL 61354-0599

Description of Work Supply of water treatment chemicals (Potassium Permanganate – 55# pails). The period of this contract will be from July 1, 2018 until June 30, 2019.

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

It appearing that it is to the best interest of said Owner to accept your Bid for the Supply of Water Treatment Chemicals, you are hereby notified that your Bid has been accepted for the above referenced work. **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.**

Dated this 25th day of MAY, 2018

Owner
Northern Kentucky Water District
By: Amy Kramer
Amy Kramer, Vice President of
Engineering, Production, and Distribution

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this

29th day of May, 2018.

By: Barbie Smith
Barbie Smith, Bid Channel Manager
Title

(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 CARVS CORPORATION (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver POTASSIUM PERMANGANATE SS⁴ PAILS as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the desired items.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents consist of the following:

- A. This Agreement;
- B. General Conditions;
- C. Special Conditions, if used;
- D. Specifications and all exhibits and figures attached thereto;
- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
 - 3. Contractor's agreement with eBridge as to bidding process and commission.
- G. 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. Change Orders.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 7. 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 legal representatives to the other party hereto, its partners, successors, assigns, and legal 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.

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, 341, and 342 within the previous five years. Contractor further represents and warrants that it 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, Contractor agrees as follows:

1. 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;
2. 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;
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;
4. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

CONTRACTOR: **Carus Corporation**

By: *Amy Frame*

By: *Barbie Smith*
Barbie Smith

Title: V.P. Engineering, Production, Distribution

Title: **Bid Channel Manager**

Address for giving notices

Address for giving notices

700 Alexandria Pike

315 Fifth Street

Fort Thomas, KY 41075

Peru, IL 61354

(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 SNF POLYDYNE, INC. (herein called Contractor).

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

Article 1. SCOPE.

Contractor shall furnish and deliver CATIONIC POLYMER - CURETROL C3223 as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

This Agreement is not a commitment by Owner to Contractor to issue or to authorize the purchase of any particular quantity of any item.

Article 2. TERM.

This Agreement shall be effective and applicable to Purchase Orders issued hereunder for twelve (12) months from the Effective Date of the Agreement.

Article 3. CONTRACT PRICE.

Owner shall pay Contractor in accordance with the Contract Documents an amount in current funds equal to the unit price for each item of Unit Price ordered and properly delivered. The estimated quantities are not guaranteed, and the payment or payments due to Contractor shall be based on Owner's determinations of actual quantities and classifications ordered and properly delivered as provided in the General Conditions. The Unit Prices indicated in the Contractor's online Bid shall be used for the entire term of the Agreement.

Article 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

Article 5. 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 and referenced data identified in the Contract Documents
- b. Contractor has become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost and furnishing the desired items.

- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost and furnishing the desired items.
- d. Contractor does not consider that any further examinations, investigations, or data are necessary for furnishing the desired items at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. 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.
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- C. Special Conditions, if used;
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- E. Addenda (numbers _____ to _____, inclusive);
- F. Exhibits to this Agreement (enumerated as follows):
 - 1. Contractor's Bid;
 - 2. Documentation submitted by Contractor prior to Notice of Award;
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- 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 legal representatives to the other party hereto, its partners, successors, assigns, and legal 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.

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, 341, and 342 within the previous five years. Contractor further represents and warrants that it 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, Contractor agrees as follows:

1. 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;
2. 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;
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;
4. 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

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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

This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: 

Title: V.P. Engineering, Production, Distribution

Address for giving notices

700 Alexandria Pike

Fort Thomas, KY 41075

CONTRACTOR:

By: 
Boyd Stanley

Title: Vice-President

Address for giving notices

One Chemical Plant Road

Riceboro, GA 31323

5. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

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Boyd Stanley

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Riceboro, GA 31323

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

Section 00500

AGREEMENT

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

Article 1. SCOPE.

Contractor shall furnish and deliver ANIONIC POLYMER - CLARIFLOC A3333 P as specified or indicated in the Contract Documents. Purchases shall be ordered from Contractor by Owner through the issuance of Purchase Orders during the term of this Agreement.

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This Agreement will be effective on July 1, 2018 (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: Amy Kramer

Title: V.P. Engineering, Production, Distribution

Address for giving notices

700 Alexandria Pike

Fort Thomas, KY 41075

CONTRACTOR:

By: Boyd Stanley

Title: Vice-President

Address for giving notices

One Chemical Plant Road

Riceboro, GA 31323

- Q3. Refer to Northern Kentucky's response to Commission Staff's First Request, Item 2, regarding salary increases. Explain in specific detail how Northern Kentucky District determines the amount it will budget for salary increases each year and the percentage of its budget for salary increases in 2017 and 2018.
- A. Northern Kentucky District determines the amount it will budget for salary increases by reviewing each employee on payroll at the time the budget is prepared. The labor budget is typically prepared during the September/October time frame. At that time, an employee roster is generated and compared to the prior year employee roster, and then the prior year's performance ranking is applied to the current year roster, and any adjustments needed for new employees are considered. As the O&M budget is developed, various percentage scenarios are created so that the projections can assume the proposed budgeted dollars for the upcoming year. Additional factors such as economic climate, and current and anticipated salary increases proposed by other agencies are considered. The dollar value for salary increases is presented as part of the budget presentation. During the budget presentation, the board is asked to approve the overall budget, and not the specific rankings at that time because performance evaluations have not been given. As part of our pay-for-performance system, performance evaluations are completed for each employee, and all rankings are returned to Human Resources. Once the known performance evaluation data is completed, various percentage increase scenarios are generated and reviewed to not exceed the previously board-approved budgeted amount in total. Staff reports back to the Board the salary increases that were implemented for all performance evaluations at a subsequent board meeting. The percentage of Northern Kentucky District's O&M budget for salary increases in 2017 and 2018 were 0.998% and 1.25%, respectively. The percentage of Northern Kentucky District's revenue budget for salary increases in 2017 and 2018 were 0.52% and 0.65%, respectively.