

TASK ORDER #(COUPA#29553)
TO MASTER SERVICES AGREEMENT #22155
Between
Kentucky-American Water Company ("Owner") And
CJ Hughes Construction Co., Inc. ("Contractor")

WBS: R12-02B2.20-P-0015

The Work shall consist of pipeline relocation & replacement installation and related services and reports in accordance with the Statement of Work of the above reference Master Services Agreement (MSA). Contractor shall provide a letter of completion and a set of as-builts to the Owner prior to submitting final invoice for payment.

The Project generally consists of replacing approximately 5,006 LF of 2", 4", and 6" cast iron main with 8" ductile iron pipe; replace hydrants; reconnect services and associated appurtenances. Contractor will provide concrete, pavement, or vegetation restoration for any areas disturbed by construction.

Contractor shall keep Owner informed of the progress of work completed and shall not exceed the task order price with prior written pre-authorization.

Contractor's Project Manager for this project is Tom Colley (phone: [REDACTED]) / e-mail [REDACTED]).

Owner's Project Manager for this project is Krista Citron (phone: 859-268-6352 / e-mail: Krista.citron@amwater.com).

The Work performed within this Task Order shall commence by March 1st, 2021, and is planned for substantial completion on or before May 30th, 2021 and final completions on or before June 30th, 2021.

Liquidated Damages: Contractor and Owner recognize that time is of the essence of this Task Order and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500.00** for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500.00** for each day that expires after the time specified above for completion and readiness for final payment until the Work is completed and ready for final payment.

TOTAL NOT TO EXCEED PRICE: [REDACTED]

Current specs have been supplied to contractor at the time of contract execution

Payment procedures shall be made in accordance with the above referenced Master Services Agreement. All invoices shall be submitted within 60 days of completion of work to:

Detailed invoicing requirements can be found at <http://supplierinfo.taulia.com/americanwater>

Supplier shall be required to register within American Water's supplier portal once invited to effectuate invoicing and payment by American Water.

Until registration and enrollment is completed, invoices should be mailed to the address listed below:
American Water Svc Co
AP Dept. 1012
1 Water Street
Camden, NJ 08102-1658

Agreed to by:

C.J. Hughes Construction Co., Inc.

By: Chuck Austin
8DC7484831E0412...

Name: Chuck Austin

Title: President

Date: 3/1/2021

Kentucky American Water Company

By: Kurt Stafford
6EBAEE879C8A400...

Name: Kurt Stafford

Title: Dir Engineering (Large2)

Date: 3/1/2021



AMERICAN WATER

TASK ORDER #29553 BY AND BETWEEN KENTUCKY-AMERICAN WATER and CJ HUGHES CONSTRUCTION CO INC

In light of the global health pandemic related to the outbreak of COVID-19 (and any related strains of the novel coronavirus as may be detected), American Water Works Service Company, Inc. and its Affiliates (“American Water,” “AW”) is taking emergency safety precautions to protect its employees, customers and vendors. Effective March 16th, 2020 and until further notice, AW is asking all vendors who perform services for AW to participate in a pre-screening with the American Water representative(s) serving as CJ Hughes’ point of contact **prior** to performing the work outlined in this task order. For information on AW health and safety standards for vendors, please refer to the American Water Contractor & Consultant Travel Guide (the “Guide”) previously provided to CJ Hughes and attached here as reference. American Water reserves the right to amend the Guide without prior notice to CJ Hughes. For any additional questions, please contact the AW representative listed as the point of contact in the Agreement.

In addition, in the event one of your employees, subcontractors or agents (collectively, the “Vendor Agent”) either tests or is presumed positive for COVID-19 (“COVID-19 Diagnosis”) and the Vendor Agent worked in an American Water facility, on an American Water project or has had contact with any other Vendor Agent that has worked in an American Water facility or on an America Water project during the 14 day period immediately prior to the COVID-19 Diagnosis, then immediately notify American Water of this diagnosis by sending an email to coronavirus@amwater.com and calling the American Water Security Hotline at 1-866-801-1123 and providing all pertinent information so that American Water may assess the risk to its employees and facilities.

Information should include:

- (1) on site job duties
- (2) the COVID-19 confirmation date,
- (3) which American Water facility or jobsite they were at, including
- (4) specific dates, and
- (5) whom they met with onsite.

For American Water’s Response to COVID-19, visit <https://www.amwater.com/corp/Partners-Suppliers/Suppliers/suppliers-covid-19-guidelines> Information for Suppliers will be posted in the Suppliers COVID-19 Guidelines Information section.

Please sign below to indicate acknowledgement of this request and receipt of the Guide.

DocuSigned by:

3DC7481931E8412...

CJ Hughes Signature

3/1/2021

Date

BID

PROJECT IDENTIFICATION: R12-02B2.20-P-0015

THIS BID IS SUBMITTED TO: Mr. Kurt A. Stafford
Director of Engineering
Kentucky American Water Company
2300 Richmond Road
Lexington, Kentucky 40502

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement:

(a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
<u>1-22-2021</u>	<u>1</u>
<u>1-27-2021</u>	<u>2</u>

(b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

(c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.2 of the General Conditions, and accepts the determination set forth in Paragraph GC-4.2.2 of the General Conditions, as may be amended by the Supplemental Conditions, of the extent the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

(d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, exploration, tests, reports or similar information or data are or will be required by Bidder for such purposes.

(e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder to perform and furnish the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

(f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) Bidder has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. Bidder will complete the Work for the price(s) shown.

Where materials are furnished by the OWNER, the prices provided herein are for installation only; otherwise, the prices include furnishing and installation of materials.

PRICE SCHEDULE

The following prices shall be used to determine the amount of payment to the contractor for actual work completed. The items of Work and the method of measurement to determine quantities shall be as described in Specification Section 1075 – Basis of Payment.

Item	QTY	Description	Unit	Unit Price	Total Price
1.	5,002	8" DI Pipe Installation	LF		
2.	10	8" Gate Valve	EA		
3.	60	Concrete, Curb & Gutter	LF		
4.	60	Concrete, Sidewalk	SF		
5.	6	Hydrant Installation, Replace	EA		
6.	39	Service Install, Copper, Up to 10'	EA		
7.	66	Service Install, Copper, 10' to 25'	EA		
8.	17	Service Install, > 25'	EA		
9.	122	Service Tie-Over, Copper	EA		
10.	1	Cut & Cap Existing C.I. Pipe	Lump Sum		
11.	1,667	Base Paving, Concrete, Unfinished	SY		
12.	2,780	Permanent Paving, Asphalt	SY		
13.	10,004	Saw Cut, Asphalt Surface, 8-12" Thick	LF		
14.	10,000	Restoration, Seed	SF		
15.	60	Traffic Control	Per Day		
16.	2,000	Temporary Paving, Cold Patch	SF		
17.	1	Rock Allowance	Lump Sum		
			Total		

Special Instructions: **Note that 6" DI pipe shown on Orion Way on drawings should be 8" DI pipe with associated 8" fittings, valves, etc. as reflected in the quantities above.**

Water Use:

Quantities are not guaranteed. Final payment will be based on actual quantities.

5. Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.3 of the General Conditions and completed and ready for final payment within 30 calendar days after the date of Substantial Completion.

Bidder accepts the provision of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid (if applicable):

- a) Required Bid Security in the form of a Bid Bond.
- b) A tabulation of subcontractors, suppliers and other persons and organizations required to be identified in this Bid, if required by Paragraph 6.8.2 of the Supplementary Conditions.
- c) Evidence of Bidder's qualification to do business in the State where the project is located.
- d) Bidder's contractor's license number, if required, to work in the State where the project is to be constructed.

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

Submitted on: 1-28-2021
(date)

IF BIDDER IS:

An Individual: By: _____ (Seal)
(Individual's Name)

Doing business as: _____
Business address: _____
Phone No.: _____

A Partnership: By: _____ (Seal)
(Firm Name)

(General Partner)
Business address: _____
Phone No.: _____

A Corporation: By: CJ HUGHES CONSTRUCTION CO. INC.
(Corporation Name)

WV
(State of Incorporation)

By: [Signature]
(Name of Person Authorized to Sign)
VICE PRESIDENT
(Title)



(Corporate Seal)
Attest [Signature]
(Secretary)

Business address: 75 WEST THIRD AVE
HUNTINGTON WV 25776
Phone No.: _____

A Joint Venture: By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

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



AMERICAN WATER SUPPLIER DIVERSITY SUBCONTRACTING PLAN

Required for submission with all responses to Requests for Proposals, quarterly reports and with final payment application (with actuals). Tier 1 prime suppliers are required to submit quarterly Tier 2 diversity spend reporting is required through the Supplier Diversity Portal found at <https://amwater.diversitycompliance.com>.

COMPANY OVERVIEW

Prime Supplier Business Name:	C.J. Hughes Construction Co., Inc.
Corporate Address:	P.O. Box 7305
City, State, Zip:	Huntington WV 25776
Prime Supplier Contact Person's Name:	Tom Colley
Email Address:	[REDACTED]
Phone Number <input type="checkbox"/> Office <input checked="" type="checkbox"/> Mobile:	[REDACTED]

Supplier Diversity Business Classifications: "Certified" means currently certified by an authorized certifying body. "Owned" means at least 51% minority-owned operated and controlled. The company must be a profit enterprise and physically located in the U.S. or its trust territories.

Is your business a certified diverse supplier? If yes, please provide copy of certification(s) with your bid response. Yes No

<input type="checkbox"/> Minority Business Enterprise (MBE)	<input type="checkbox"/> Other Disadvantaged Business
<input type="checkbox"/> MBE-AF - Minority Owned Business African American <input type="checkbox"/> MBE-AP - Minority Owned Business Asian Pacific <input type="checkbox"/> MBE-H - Minority Owned Business Hispanic <input type="checkbox"/> MBE-NA - Minority Owned Business Native American	<input type="checkbox"/> DBE - Disable Owned Business <input type="checkbox"/> HUB - Historically Underutilized Business <input type="checkbox"/> LGBTQ - Lesbian, Gay, Bisexual, Transgender
<input type="checkbox"/> Veteran Business Enterprise (VBE)	<input type="checkbox"/> Women Business Enterprise (WBE)
<input type="checkbox"/> SDVBE - Service-disabled Veteran Owned Business	

BID / PROJECT SUBMISSION

Please describe the goods and or services being provided by your company:

Total Contract Value (\$) [REDACTED]	Total Subcontracted (\$): [REDACTED]
American Water Regulated State Operations:	Projected spend with the following diversity classes:
	Minority Business Enterprise (MBEs) \$ [REDACTED]
	Veteran Business Enterprise (VBEs) \$ [REDACTED]
	Woman Business Enterprise (WBEs) \$ [REDACTED]
	Other Disadvantaged Business (DBE) \$ [REDACTED]

DETAILED SUBCONTRACTING PLAN

Detailed plan for use of M/W/VBEs and other disadvantage businesses as subcontractors, distributors, value added resellers are counted towards your contractual supplier diversity goal. Small business spend is tracked but not counted towards the diversity spend goal. **For every product and service, you intend to use, provide the following information (attach additional sheets if necessary)**

Company Name	Classification (MBE/WBE/VBE/LGBT/SMB)	Principal Owner Gender (M/F)	Certification Agency	Certification Expiration	Products or Services to be provided	Estimated Amount of Spend (\$):
<i>ABC Example Co</i>	<i>MBE</i>	<i>M</i>	<i>NMSDC</i>	<i>05/2025</i>	<i>Excavation</i>	<i>\$150,000</i>
GECO Enterprises, Inc	MBE/DBE	F	NMSDC	8/21	Aggregates	[REDACTED]
GECO Enterprises, Inc	MBE/DBE	F	NMSDC	8/21	Concrete	[REDACTED]
<i>Southeastern Fleet Management LLC.</i>	<i>WBE</i>	<i>F</i>		<i>11-24-23</i>	<i>TRUCKS</i>	[REDACTED]



NATIONAL SUPPLIER DIVERSITY

OUR PRIME SUPPLIER DIVERSITY PROGRAM

Firms interested in doing business with American Water should register on the [Supplier Registration & Supplier Diversity Reporting Portal](#) to use the database to search for diverse suppliers and to report diverse spend quarterly once a project is awarded.

OVERVIEW OF HOW IT WORKS

American Water is focused on opportunities for minority suppliers who provide a wide array of utility products and services. In fact, there multiple categories where vendors and specifically diversity certified suppliers may be used to provide the goods and services needed to run the company. In our efforts to ensure we are consistent in what we define as diverse businesses enterprises, the determination is that small business is not defined as a diverse business category. American Water continues to support and engage small business in all that we do in addition to creating opportunity for both social and economically disadvantaged business (Diverse). The business units within American Water are aware of the importance of supplier diversity when making their decisions.

BID/AWARD PROCESS

Qualified firms invited to bid on specific contracts are sent a Request for Proposal (RFP). Some RFPs require the bidder to attend pre-bid meetings to review procedures and specifications. Bidders are strongly encouraged, and sometimes required, to attend these meetings and submit proposals by the due date in order to be considered for a contract. On occasion, purchase orders are used to test and evaluate the product and services of new and promising firms and can often lead to larger bidding opportunities. Bids and proposals that meet specified requirements are thoroughly evaluated, and awards are made to the firms offering the best value to American Water.

2ND TIER PROGRAM

Due to the nature of the utility business, many procurement opportunities may limit participation by small businesses. American Water's 2nd Tier Spend Program increases the opportunities available to diversity certified suppliers in our business and ensures a diversity certified supplier pool across the supply chain. We believe these efforts will stimulate the local economy by creating jobs. 2nd Tier spend consists of payments made from a prime supplier to a diversity certified supplier for the purchase of products or services used directly in support of a contract with American Water.

NATIONAL SUPPLIER DIVERSITY

For more information on our program, visit <https://amwater.com/corp/partners-suppliers/supplier-diversity>.

Contact Us: For more information about American Water's National Supplier Diversity Strategy, please use the contact our team through email at or work with your state procurement buyer or national category lead.

Lawrence Wooten, Senior Manager | Lawrence.Wooten@amwater.com
Sharon Manker, M.Ed., Supplier Diversity Coordinator | Sharon.Manker@amwater.com

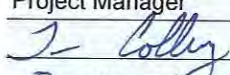
DISCLAIMER AND SIGNATURE

Prime Supplier agrees that it will maintain all necessary documents and records to support its efforts to achieve its MBE/WBE/VBE/DBE participation goal(s). Prime Supplier also acknowledges the fact that it is responsible for identifying, soliciting and qualifying MBE/WBE/VBE/DBE subcontractors, distributors and value-added resellers.

The following individual, acting in the capacity of MBE/WBE/VBE/DBE coordinator for Prime Supplier will administer the MBE/WBE/VBE participation plan, submit summary reports quarterly through the [Supplier Registration & Supplier Diversity Reporting Portal](#), and cooperate in any studies or surveys as may be required in order to determine the extent of compliance by the Prime Supplier with the participation plan.

Name: Tom Colley

Title: Project Manager

Authorized Signature: 

Date Submitted: 2-18-21

**SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY**



CERTIFICATION EXPIRATION DATE: November 24, 2023

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Southeastern Fleet Management, LLC.
Women Business Enterprise (WBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 14030019

DETERMINATION DATE: November 24, 2020



North Carolina
Department of Administration
Office for Historically Underutilized Businesses

Machelle Sanders
Secretary

Tammie Hall
Director

September 21, 2017

Betty Marion
Southeastern Fleet Management (Woman Owned)
215 Plaza Drive
Po Box 1559 (28115)
Mooresville, NC 28117

Dear Betty Marion:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <http://www.doa.nc.gov/hub/documents/ThirdpartyEligibilityChallengeev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <http://www.doa.nc.gov/hub/programs.aspx?pid=swuc> to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtde.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

James Trent Rawley

James Trent Rawley
Supplier Diversity Specialist

State of North Carolina | Office for Historically Underutilized Businesses
116 West Jones Street, Suite 4109 | 1336 Mail Service Center | Raleigh, NC 27699-1336
(919) 807-2330 T

