



Frankfort Plant Board

BID INVITATION # 1687

ISSUED ON

November 19, 2019

BY

**THE ELECTRIC & WATER PLANT BOARD OF THE
CITY OF FRANKFORT, KENTUCKY**

FOR

Traveling Screen #1 Rebuild Project

TO BE OPENED ON

December 11, 2019 at 10:00am

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TRAVELING SCREEN REBUILD PROJECT

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III. ADVERTISEMENT FOR BID

**Frankfort Plant Board
305 Hickory Drive
P.O. Box 308
Frankfort, KY 40602**

Sealed Bids for the furnishing of all labor, materials, equipment, and services necessary for the removal and repair of one traveling screen at the water treatment plant, together with all related appurtenances, will be received by the Frankfort Plant Board until 10:00 a.m. local time, December 11, 2019; and then opened and publicly read aloud.

Specifications and drawings may be examined at the following location:

**Frankfort Plant Board
Water Treatment Plant
200 Coffee Tree Road
Frankfort, KY 40602
(502) 352 4350**

Bids shall be accompanied by a certified check or bid bond in an amount equal to five percent (5%) of the bid to insure the execution of the contract for which the bid is made. In case the bid is not accepted, the check or bid bond will be returned to the bidder, but if the bid is accepted and the bidder shall refuse or neglect to enter into a contract with the Plant Board within ten (10) days after the time bidder has been notified of the acceptance of the bid, the said check or bid bond shall be forfeited to the Plant Board as liquidated damages for the failure to do so.

No bidder may withdraw bid for a period of ninety (90) days after closing time scheduled for the receipt of Bids.

The Plant Board reserves the right to waive informalities and to accept or to reject any and all bids.

**David Billings, P.E.
Director of Water Operations**

IV. INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

A. The following certificates or notices are included as a part of this documentation and shall be returned as a part of the bid response package.

- **A General Safety Program (GSP) Notice**
- **A Drug free Workplace Compliance (DWC)**

B. Each bid should be in a SEPARATE SEALED ENVELOPE and have typed on the envelope the INVITATION NUMBER, OPENING DATE, AND TIME. No responsibility will be attached to the Frankfort Electric & Water Plant Board for the premature opening of or failure to open a bid not properly addressed or identified.

Bids must be received in the office of the Frankfort Electric & Water Plant Board, 305 Hickory Drive, Frankfort, Kentucky, 40601, in a sealed envelope not later than the time specified for opening of bids, at which time all bids received will be publicly opened and read in the Bid Opening Room. It shall be the Bidder's responsibility that the bids are delivered to the above address no later than the time specified. Bidders are invited to attend public bid openings; also, to review complete bid files after awards have been made.

C. Bids may be rejected unless filled out in ink or typewritten and signed in ink by a proper agent of the firm.

D. Telegraphic bids, facsimile bids, or modifications of bids by telegram are not acceptable.

E. Conditional bids are not acceptable.

F. It is the responsibility of each Bidder before submitting a Bid to:

- **Examine the Bid and Contract documents thoroughly.**
- **Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work.**
- **Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.**

- Study and carefully correlate Bidder's observations with the Bidding and Contract documents and notify Owner of all conflicts, errors, and/or the discrepancies.
- G. All bids shall remain subject to acceptance for a period of ninety (90) days after the date of the Bid opening.
- H. Each bid must be accompanied by Bid security made payable to the Owner in the amount equal to five percent of the Bidder's Bid, and in the form of a certified bank check or Bid Bond issued by a surety.
- I. Retain one complete copy of the bid for your file and return original with your bid.
- J. Bids may be withdrawn at any time prior to opening upon written request by the bidder. Negligence on the part of the bidder in preparing the bid shall not constitute a right to withdraw bid after it has been opened.
- K. Bidders are invited to attend public bid opening; also, to review complete bid files after awards have been made.

2. BID SCHEDULE/SIGNATURE PAGE

- A. Bidders should quote on the basis of unit price and lump sum as stated in this invitation.

For discrepancies between figures and written amounts, precedence will be given to the written amounts.

- B. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- D. All names must be typed or printed below the signature.

- E. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- F. The address, telephone number and contact person for communications regarding the Bid must be shown.

3. QUALIFICATIONS OF BIDDERS

- A. To demonstrate qualifications to perform work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence such as financial data, previous experience, present commitments and other such data as may be called for. The Owner may make an investigation as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

4. AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and all Bids and to waive informalities or minor defects. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 90 days after the actual date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. In the event that the lowest responsive and responsible bid is within the Owner's budget, the Contract will be awarded to the lowest responsive and responsible Bidder which, in the Owners sole and absolute judgment, will best serve the interest of the Owner. However, nothing in this Bid Invitation obligates Owner to award a contract.
- B. In determining the lowest responsive and responsible Bidder, the following elements will be considered: (1) lowest price, (2) if the Bidder has a satisfactory performance record, (3) if the Bidder has

a suitable financial status to meet obligations incidental to the work, (4) if the Bidder involved maintains a permanent place of business, (5) if the Bidder has adequate personnel and equipment to perform the work properly within the time allotted, (6) number of and acceptability by the Owner of any and all proposed Subcontractors, (7) the completeness and regularity of the Bid Schedule and (8) time schedule of delivery. In addition, the Owner may consider in making the determination (1) the selection of equipment (or materials), (2) alternate equipment (or materials), and (3) deductions or other modifications listed in the Bid Schedule.

- C. When Owner gives a Notice of Award to Successful Bidder, it will be accompanied by unsigned copies of the Contract and other appropriate documents. Within 10 days thereafter, Contractor shall sign and deliver the copies of the Contract and attached documents to Owner with the required Bonds and Insurance. The Owner shall deliver two fully executed copies of the Contract to Successful Bidder, along with the Notice to Proceed subsequent to Board approval, at the earliest scheduled Board meeting.
- D. The Bidder who has a Contract awarded to him/her and who fails to promptly and properly execute the Contract shall forfeit the Bid Security that accompanied the Bid, and the Bid Security shall be retained as liquidated damages by the Owner, and it is agreed that this sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract as hereinbefore provided. Bid Security deposited in the form of a certified check, or cashier's check shall be subject to the same requirement as a bid bond.

5. INSURANCE / INDEMNIFICATION/ BONDS

The Contractor shall take out and maintain during the life of this Contract such Public Liability (Bodily Injury and Property Damage) insurance as to protect themselves and any Subcontractor performing work covered under this Contract, from claims for damages because of bodily injury, including accidental death, and from claims for property damages, which may arise from operations under this Contract, whether such operations by him/her or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor's insurance shall likewise protect the Owner and Engineer and save them or either of them harmless for acts of the Contractor.

Our contract requires that you return to us a signed contract and Certificate of Insurance showing commercial general liability, business auto liability, and employer's liability insurance.

Moreover, our contract requires that you provide a copy of any endorsement issued by your insurance company naming us as an additional insured on a primary and non-contributory basis. We must receive these before you begin work on the project.

Your policies should also:

- Include at least \$1,000,000.00 limits for commercial general liability, business auto liability and employer's liability with umbrella limits of \$4,000,000.00.
- Be issued by an insurance carrier that maintains an A.M. Best's rating of "A-" or better, is duly admitted in the State of Kentucky and is reasonably acceptable to us.

The commercial general liability policy should:

- Include commercial general liability aggregate limits of at least \$2,000,000.00 with the general aggregate limit applicable per project.
- Be an occurrence coverage form equivalent to ISO's CG 00 01 10 01.
- Include coverage for liability arising from premises-operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
- Include no endorsements or modifications arising from explosion, collapse, underground property damage or work performed by subcontractors.
- Include a waiver of subrogation.
- Name us as an additional insured on a primary and non-contributory basis for ongoing and completed work using

ISO form, CG 20 10 11 85 or a combination of ISO forms, CG 20 10 10 01 and CG 20 37 10 01.

Additionally, we require that your business will:

- Name FPB as an additional insured on a primary and non-contributory basis on your commercial general liability insurance for five years.
- Provide at least thirty (30) days' written notice prior to cancellation or termination of your commercial general liability, business auto liability and employer's liability.

All insurance shall be written on a comprehensive policy form and, in the event blasting operations are required in performance of the work, shall specifically cover all blasting operations.

Insurance, Workmen's Compensation

The Contractor shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance, including occupational disease provisions, for all of the employees employed at the site of the project, and in case any work is sublet, the Contractor shall require his/her Subcontractors similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all the latter employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate coverage for the protection of his/her employees not otherwise protected. The insurance policy shall contain a clause or endorsement to save the Engineer and the Owner harmless for any acts of the Contractor.

INDEMNIFICATION

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless the Owner, their representatives, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

CERTIFICATE OF INSURANCE

At a minimum, the Certificate of Insurance shall contain the following information: (1) name of insurance company, (2) policy number and liability limits on all policies, (3) date of expiration of all policies, (4) statement that thirty (30) days' notice of cancellation will be given to the Owner and the Engineer, and (5) statement that coverage that will hold the Owner and Engineer harmless for acts of the Contractor is included.

6. ACCEPTANCE AND PAYMENT

- A. When the Contractor has completed the work in accordance with the terms of this specification and all construction has operated satisfactorily for 30 calendar days, the Contractor shall submit to the Owner a Request for Final Payment. Processing and issuing of the Payment to the Contractor will indicate acceptance of construction.**

7. CONTRACT TIME

- A. Construction of this project must be complete and ready for final payment within 120 calendar days from the Date of the Notice to Proceed.**

8. LIQUIDATED DAMAGES

- A. For each and every workday that the work or any portion thereof is not completed after the construction time as specified above, the contractor shall pay to the owner, not as a penalty but as liquidated damages, \$200 per day.**

9. DRAWINGS & INFORMATION TO BE FURNISHED BY THE CONTRACTOR

Shop drawings and/or working drawings from equipment manufacturer illustrating design, construction, and operating criteria.

10. "AS-BUILT" DRAWINGS (If Applicable)

- A. The Contractor shall obtain from the owner one (1) set of prints of the Drawings. These prints shall be kept and maintained in good condition at the project site and a qualified representative of the Contractor shall enter upon these prints, the actual "as-built" records of the construction progress. Entries and notation shall be made in a neat and legible manner and these prints shall be delivered to the Owner upon completion of the construction.**

Approval for final payment will be contingent upon compliance with this provision.

11. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

12. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

13. WAGE RATES

Not Applicable.

V. QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a General Contractor?

2. List up to three (3) projects of this nature that you have completed and give the name, address, and telephone number of a reference from each. Also give the completed cost of each project listed.

3. List projects presently under construction by your firm, dollar volume of the contract, and the percent of completion.

4. Have you ever failed to complete work awarded to you? If so, please state where and why.

5. Have you ever performed similar work under the direction of a Consulting Engineer or Registered Architect? If so, list up to three such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent project).

6. Give the name, address, and telephone number of an individual who represents each of the following who the owner may contact to investigate your financial responsibility; a surety, a bank and a major material supplier.

7. The following subcontractors are proposed to be employed to furnish portions of the work:

NAME ADDRESS TYPE OF CONSTUCTION % OF TOTAL WORK

1)

2)

Respectfully Submitted,

Signature

Title

VI. SPECIFICATIONS

TRAVELING SCREEN #1 REBUILD PROJECT

Scope of Work

The Frankfort Plant Board currently has (2) traveling water screen at the water treatment plant low service pump station. This project is to remove (1) traveling water screen and transport to prospective bidders repair facility. Once at the repair facility the screen shall be sufficiently disassembled to allow for detailed inspection, sandblasting, and photographed. FPB will be notified of any out of scope work that might be required to bring the screen back to factory “as new” condition.

Once work is complete the screen shall be transported back to FPB and reinstalled in the pump station wet well.

See Exhibit A - Drawings

I. Specifications

1. Successful bidder (Manufacturer) will mobilize a trained crew to the Frankfort Plant Board water treatment plant. Once onsite, the manufacturer’s crew will load the Traveling Water Screen onto a truck supplied by the Manufacturer for shipment to Manufacturers authorized rebuild facility.
2. Successful bidder shall provide the crane for removal and installation of the Traveling Water Screen. Crane shall allow for no load to be lifted over the low service pump station.

Bidder shall provide all equipment and tools necessary to perform work (fork lifts, welding machines, etc).

3. Once in Manufacturers facility, the screen will be completely disassembled, sandblasted to bare metal and a complete inspection performed with a written report and digital photos submitted to FPB detailing condition of screen and any additional work recommended outside this scope to complete screen rebuild. Manufacturer shall make

available the entire disassembled screen for FPB to view for consideration of additional work outside the scope of this project.

4. Manufacture and install a new boot section.
5. Install new chain guides throughout the intermediate and upper intermediate sections.
6. Inspect all post guides through the main frame.
7. Inspect all angle bracing and cross beams.
8. The existing head assembly will be completely disassembled, sandblasted, coated and the following new materials shall be installed.
 - a) One (1) new C1018, 3-15/16" head shaft will be manufactured and installed.
 - b) Two (2) new carbon steel, jig-fabricated head sprockets with new 410 series stainless steel tooth inserts.
 - c) New bronze bushings will be installed in the existing take-up housings (Thordon or approved equal).
 - d) New thrust bearings shall be installed in the capstans.
 - e) The head shaft assembly will be reinstalled with new keys and new hardware of 18-8 stainless steel.
9. A new foot shaft assembly will be installed complete with the following.
 - a) One (1) new C1018, 2-7/16" carbon steel foot shaft.
 - b) Two (2) new wear-rim foot sprockets with bronze bushings. (Stoody sleeves and bushings, or approved equal).
 - c) Two (2) new carbon steel foot shaft brackets.
 - d) Two (2) new carbon steel set collars will be installed.
 - e) The foot shaft assembly will be installed in the boot section with new 18-8 stainless steel hardware.
10. The existing basket assemblies will be removed, cleaned, and inspected. Each basket will be reinstalled with 18-8 stainless steel hardware.

11. All new 3/8" thick carbon steel sidebar carrier chain having 17-4 stainless steel pins, rollers, and bushings; this chain will not require lubrication. (Nitronic 60 bushings or approved equal.)
12. The spray wash system will be cleaned, inspected, and reinstalled. Two (2) new brass spraying systems/spray nozzles will be installed on the spray header.
13. The drive and driven sprockets along with the drive chain will be cleaned and visually inspected.
14. The screen will be completely assembled with all new 18-8 stainless steel hardware and test run to assure proper operation. The screen will then be coated with Bar-Rust 233H off-white paint, or approved equal.
15. The completed screen shall be shipped back to FPB ready for installation in the wet well. After testing at the Manufacturers facility, the oil shall then be removed from the gearbox before shipment to FPB.
16. Contractor shall reconnect spray wash system, replace front and rear covers, perform test runs, and make any necessary adjustments to ensure screen is fully operational.
17. Owner shall provide the following:
 - a. Electrician to perform disconnects and reconnects
 - b. Electric and water utilities
 - c. Disposal site for scrap
 - d. Sanitary facilities
18. The successful bidder shall include in the bid the cost to clean and remove any excessive mud/sand/gravel from the intake wet well prior to installation; FPB will be responsible for the development of an environmental plan for disposal.

Note: No additional work beyond the above scope will be completed without approval from FPB personnel.

II. Shipment and Delivery

Rebuilt screen shall be shipped 8-10 weeks after approval of work to be performed. All transportation cost shall be that of the Manufacturer. Manufacturer shall mobilize a trained crew to be onsite and coordinate the off-loading and reinstallation of screen assembly.

III. Warranty

The Manufacturer shall warrant each rebuilt or new and unused product of its rebuild or manufacturing to be free of defects in material and workmanship, with the obligation and liability under the warranty being expressly limited to repairing or at the Manufacturer's option replacing free of charge any product thereof proving defective under normal use of service within (18) months after installation and screen is fully operational.

Manufacturer shall provide an 18 month workmanship warranty after installation and screen is fully operational.

VII. BID

PROJECT TITLE: TRAVELING SCREEN REBUILD PROJECT AT WATER TREATMENT PLANT

CONTRACT IDENTIFICATION: BID INVITATION #1687

**THIS BID IS SUBMITTED TO: FRANKFORT PLANT BOARD
ATTN: DAVID BILLINGS
305 HICKORY DRIVE
FRANKFORT, KY 40601
(502) 352-4468**

ITEM #	BUILDING	BID ITEMS	PRICE (LUMP SUM)
1	FPB Water Treatment Plant Low Service Building	Remove, rebuild, and reinstall traveling screen #1 and all necessary appurtenances	\$
2	Wet Well	Cleaning of well (include all labor and equipment costs) Assume 2 days (16 hours)	
		TOTAL:	

NOTE: Item #2 assumes cleaning will require two days for completion. Contractor must receive prior approval before performing Item #2 to confirm actual duration of work and payment will be adjusted accordingly if work is less than or more than two days.

Additional Items if Necessary:

Item	Unit	Cost
Cleaning of wet well	Hourly Rate	
Equipment costs for cleaning wet well	Daily Rate	

*******Required certificates and notices have been executed and returned as a part of this bid response package**

- Safety Program Certificate**
- Drug and Alcohol Testing Certificate**

VIII. NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT OF GENERAL SAFETY PROGRAM

The Frankfort Plant Board requires that all contractors operate in compliance with standards set forth by federal, state, and local regulatory agencies, including but not limited to the Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation. To comply with the regulations set forth by these agencies it is necessary for each contractor to operate under an established safety program pertaining to the contractor’s specific line of business

Does your organization operate under an established safety program that is in compliance with all applicable federal, state and local regulations?

YES NO

Contractor _____
Mailing Address / Phone Number _____

Name of Authorized Representative (Type or Print) _____

Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

***IX. DRUG AND ALCOHOL TESTING COMPLIANCE
CERTIFICATE***

PLEASE SIGN BELOW TO INDICATE: 1) Contractor is in compliance with any applicable local, state or federal laws concerning mandatory Drug and Alcohol Programs; and 2) As a term of any contract for services to be performed on behalf of the Frankfort Electric and Water Plant Board, the Contractor agrees to comply with any drug testing that may be required by federal, state or local law.

Contractor _____

Mailing Address / Phone Number _____

Name of Authorized Representative (Type or Print) _____

Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

X. CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly
authorized and acting legal representative of
_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties there to acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature

Date

XI. CONTRACT



Frankfort Plant Board
Electric

**Traveling Screen Rebuild Project
Water Treatment Plant
200 Coffee Tree Road**

This contract dated _____ is between The Electric & Water Plant Board of the City of Frankfort, Kentucky (hereafter referred to as the FPB) located at 151 Flynn Avenue, Frankfort, Kentucky 40601 and _____ (hereafter referred to as the Contractor) located at _____.

WHEREAS, the FPB requires the complete rebuild of a traveling screen at the water treatment plant located at 200 Coffee Tree Road.

WHEREAS, the Contractor has the personnel, resources, and expertise to perform the work needed by the FPB;

ACCORDINGLY, the FPB and Contractor agree to the terms and conditions described hereafter.

1. **Term**

This contract begins on the date of execution and ends upon completion of the project. Contractor shall have 120 calendar days to complete work upon Notice to Proceed.

2. **Contract Amount**

The contract amount is _____.

3. **Invoicing & Compensation**

FPB will pay Contractor 100% of the contract amount upon satisfactory completion and inspection of work.

4. Scope of Work

The scope of work is defined in the Specifications section of the Bid Invitation packet.

5. Supervision

Contractor shall supervise and direct the work efficiently and with his/her best skill and attention. He/she shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction used.

Contractor shall keep on site, during work assignments, a competent person in charge against whom FPB has no reasonable objection.

6. Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and loss prevention programs in connection with the work. He/she shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All employees on the work and other persons who may be affected,

All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site.

He/she shall comply with the Department of Labor Safety and Health Regulations for Construction, the Safety Standards Act; or with any federal, state, or municipal safety laws or building codes, which supplement or extend said regulations.

He/she shall designate a responsible member of his/her organization on the site whose duty shall be the enforcement of Safety and Health Regulations.

7. Emergencies

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, contractor, without special instruction or authorization from owner, is obligated to act at his/her discretion to prevent threatened damage, injury, or loss. He/she shall give owner prompt written notice of any significant changes in the work or deviations in the contract documents caused thereby. A modification may be issued covering the changes and deviations involved.

8. Owner's Responsibilities and Rights

A) Communications With Contractor

All communications by FPB with Contractor, pertaining to performance of the work, will be issued through FPB's Project Manager or other designated FPB representatives.

B) Owner's Right to Correct or Complete the Work

If Contractor should neglect to execute the work properly or fail to perform any provision of this Contract or otherwise fail to comply with any federal, state or municipal laws, regulations, or ordinances, FPB, after ten days written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor or may, at its sole discretion, elect to terminate this agreement.

9. Owner's Project Representatives

Communications pertaining to compliance submittals, written interpretations and change orders shall be directed to the designated FPB Project Manager.

FPB's project manager will conduct observations of the work in progress to determine that the work is proceeding in accordance with the contract documents and work assignments.

10. Authority to Disapprove or Reject Defective Work

All work done shall at all times be subject to the inspection, tests, and approval of FPB or its authorized representatives.

FPB has authority to disapprove or reject work which it, in its sole discretion, deems "defective." FPB also has authority to require special inspection or testing of the work as provided in these general conditions whether or not the work is completed.

FPB's Project Manager has authority, subject to final decision of FPB, to disapprove or reject any defective workmanship or equipment.

11. Additional, Omitted, or Changed Work

A) Changes In the Work

FPB, without invalidating the Agreement, may order additional work or make changes by altering, adding to, or deducting from the work, the contract price being adjusted accordingly. All such work shall be executed under the conditions of the contract

documents and be subject to the same inspection and tests as though initially included therein.

FPB has the right to make minor changes in the work to accommodate unforeseen circumstances and not inconsistent with the intent of the contract documents. Otherwise, all extra work or changes will be covered in a change order which will state the location, character, amount, and method of compensation. No extra work or change involving time or cost not provided for in the Agreement shall be made unless a change order is approved by FPB and no claim for an addition to the contract price or extension of the contract time will be valid unless so ordered.

12. Changes to Contract Pricing

The contract's rate contained in Exhibit 4 may only be adjusted by a change order approved by FPB. The contract rate constitutes the total compensation payable to Contractor for performing the work. All duties, responsibilities, and obligations assigned to and undertaken by Contractor in accomplishing the work shall be at his/her expense.

13. Applicable Law

This contract shall be governed by the laws of the State of Kentucky. In the event that either party hereto seeks to litigate any matters concerning this contract, then the parties hereby agree that the Franklin Circuit Court shall have sole jurisdiction and venue concerning any litigation arising out of this contract.

14. Laws and Regulations

All applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

Contractor is required to obtain any and all necessary permits for construction of the project.

15. Entire Agreement

This document and its attachments set forth the entire agreement between the FPB and Contractor and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of the Agreement shall be binding unless made in writing and signed by the FPB and Contractor. No terms contained in Contractor's invoice or statement shall serve to modify the Agreement. The terms of this Agreement supersede any prior

proposals, agreements, or contracts between the FPB and Contractor that may be in conflict with this Agreement.

16. Assignment

Contractor shall not assign this Agreement or any interest herein, including any performance or any amount which may be due or become due thereunder, without the FPB’s prior written consent.

17. No Arbitration

This Agreement shall not be subject to arbitration. The parties will attempt to resolve any disputes arising under this Agreement through mediation utilizing the American Arbitration Association’s Commercial Mediation Procedures prior to instituting any legal action. The mediator will be selected by mutual agreement. His/her decisions/recommendations shall not be binding.

18. Independent Contractor

Contractor is an independent contractor. Contractor does not have the authority to act, and will not act, as FPB’s agent for any purpose. Contractor’s employees or subcontractors are not employees or agents of the FPB and will not act as the FPB’s employees or agents for any purpose. Contractor’s employees will work solely under Contractor’s direction and supervision. The FPB will have absolutely no supervisory authority over Contractor’s employees. Contractor is responsible for all materials and work of any of its suppliers or subcontractors.

Contractor may, with prior authorization from FPB, use such responsible subcontractors as it requires to perform its obligations. If Contractor sublets or assigns any work under this Agreement, Contractor remains responsible for accomplishing all work in accordance with this Agreement and any amendments to this Agreement.

19. Notices

Any notices required under this Agreement shall be sent to the parties at the following addresses:

A) Frankfort Plant Board: David Billings
Frankfort Plant Board
305 Hickory Drive
Frankfort, Kentucky 40601

B) Contractor: _____

20. Indemnity

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless, the FPB, affiliated companies of FPB, its partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend FPB for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

21. Warranty

- A) Contractor shall be held liable for all workmanship and installation procedures in accordance with accepted standards and a good faith effort.
- B) Contractor shall not be liable for failure of FPB provided materials, if installed properly and in accordance with accepted standards.

22. Termination of Agreement

Termination for Cause

The FPB shall, for the duration of this Agreement, have the absolute right to terminate the Agreement for cause after written notification is given to Contractor and corrective action by the Contractor has

not been completed within fourteen days of the notification. Cause shall be any of the following circumstances:

- A) Contractor sub-contracts work or assigns the contract without prior FPB acceptance and approval;
- B) Contractor fails to correct defective work within 14 days after receiving written notice;

The Contractor may terminate the contract for breach by FPB after written notification is given to FPB and corrective action by FPB has not been completed within 14 days of the notification.

23. Force Majeure

Neither party is liable for failure to carry out any of its obligations under this Agreement caused by Force Majeure. A party rendered unable to fulfill any obligation under this Agreement by Force Majeure must make reasonable efforts to remove the inability in the shortest possible time. The other party will be excused from performing its obligations until party relying on the Force Majeure is again in full compliance with its obligations under the Agreement.

“Force Majeure” means any cause beyond the control of the party affected, and which the party affected is unable to overcome by reasonable efforts, including without limitations the following: acts of God, fire, flood, landslide, earthquake, hurricane, tornado, storm, freeze, volcanic eruption or drought; blight, famine, epidemic or quarantine; theft; casualty; war; invasion; civil disturbance; explosion; acts of public enemies or sabotage. Labor-related performance impediments such as labor strikes, disturbances, or shortages are not Force Majeure.

24. Other

A) Severability of Provisions

If a Court or other tribunal of competent jurisdiction at any time holds that any provision of this Agreement is invalid, the remainder of the Agreement will not be affected and will continue in full force and effect.

B) No Waiver

The failure at any time of the FPB to enforce any provision of this Agreement or to require Contractor to perform any of the provisions of this Agreement does not waive or affect the validity or right of the FPB to enforce any provision of this Agreement.

C) Compliance with Laws & Government Regulations

Contractor shall comply with the provisions of all Federal, State, and local laws and regulations applicable to the Agreement, or to any goods or services to be furnished thereunder, and shall upon request by either party, furnish the other party with satisfactory proof of compliance with any designated law or regulation.

25. Insurance

Contractor shall secure and maintain at his/her expense, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect himself/herself and FPB and others against all hazards or risks of loss as a result of Contractor's operations under the Contract whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain coverage shall not relieve him/her of any contractual responsibility or litigation. The insurance coverage shall be as follows:

- (i) At least \$1,000,000 limits for commercial general liability, business auto liability, and employer's liability with umbrella limits of \$4,000,000.
- (ii) Commercial aggregate limits of at least \$2,000,000 with the general aggregate limit applicable per project.
- (iii) Workman's Compensation - \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury caused by disease.

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Kentucky. The Contractor shall provide a certificate of insurance satisfactory to FPB evidencing existence of such insurance prior to beginning any work. This insurance may not be canceled for any reason without ten days advance notice being first given to FPB.

We hereby agree to the terms and conditions set forth herein:

CONTRACTOR

FIRM: _____

ADDRESS: _____

PHONE: _____

BY: _____

TITLE: _____

DATE: _____

FPB

BY: _____

TITLE: _____

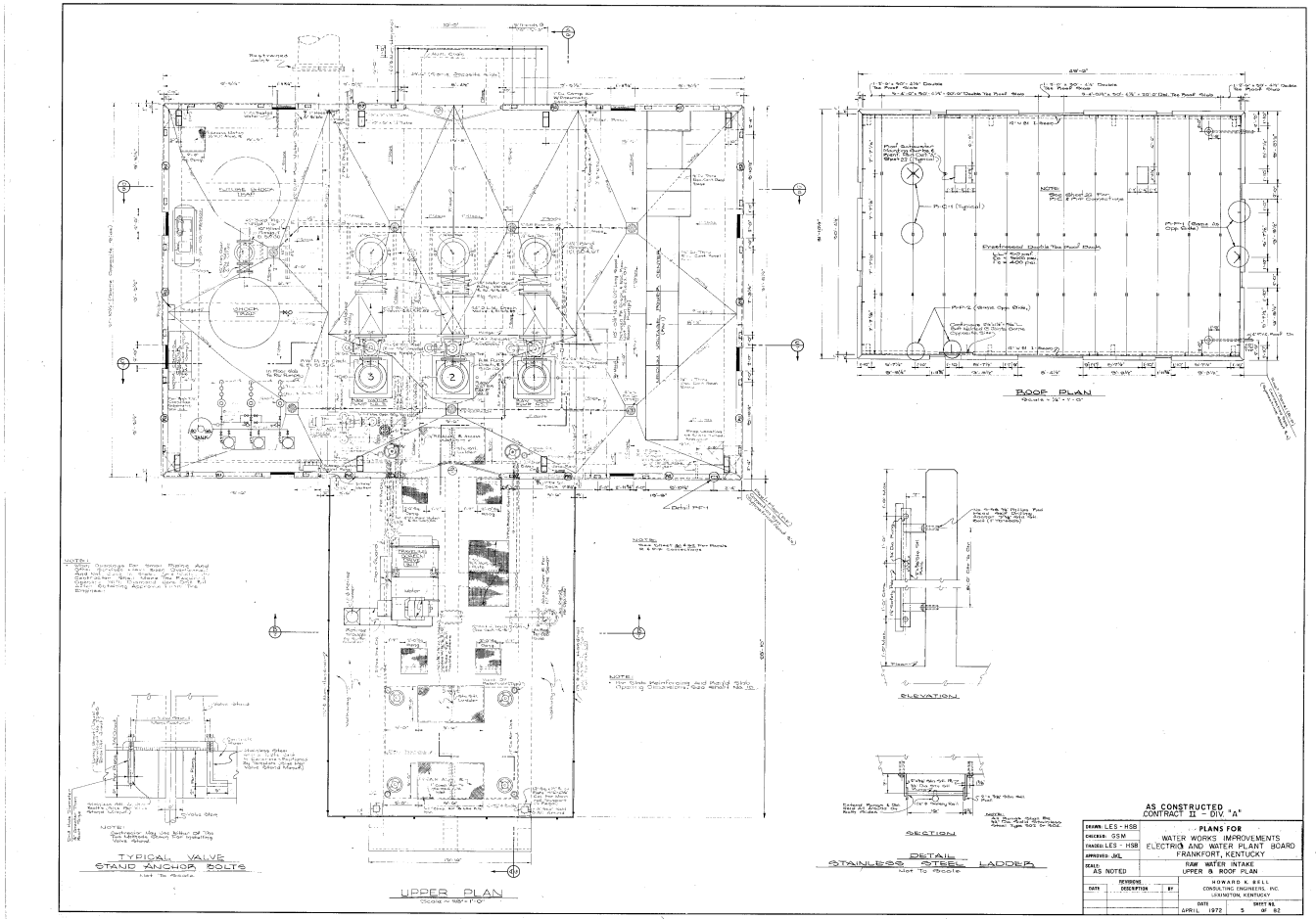
DATE: _____

ATTEST BY:

SECRETARY-TREASURER

DATE: _____

XII. EXHIBIT A - DRAWINGS



AS CONSTRUCTED "A"
CONTRACT II - DIV "A"

DRAWN BY		CHECKED BY		DATE	
LES - HSB	LES - HSB	LES - HSB	LES - HSB	APRIL 1972	5
PLANS FOR WATER WORKS IMPROVEMENTS ELECTRIC AND WATER PLANT BOARD FRANKFORT, KENTUCKY					
RAW WATER INTAKE UPPER 2 ^D ROOF PLUM			HOWARD A. BELL CONSULTING ENGINEER, INC. LEXINGTON, KENTUCKY		
RAW WATER INTAKE UPPER 2 ^D ROOF PLUM			DATE APRIL 1972		
RAW WATER INTAKE UPPER 2 ^D ROOF PLUM			SHEET NO. 5		
RAW WATER INTAKE UPPER 2 ^D ROOF PLUM			OF 52		

